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4030.

SUPREME COURT OF THE UNITED STATES.

No. 217.

THE UNITED STATES, APPELLANTS,

vs.

THOMAS P. HARRISON & ALEXANDER J. H. DUVALL.

APPEAL FROM THE DISTRICT COURT U. S., FOR THE EASTERN DISTRICT OF LOUISIANA.

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6031

UNITED STATES OF AMERICA, EASTERN DISTRICT OF LOUISIANA.

UNITED STATES DISTRICT COURT.

HARRISON and DUVALL
vs.
THE UNITED STATES. } No. 31 of Land causes.

Be it remembered, that on the twelfth day of June, A. D. 1846, Harrison and Duvall, by their solicitor, Charles E. Mount, Esq., came into the Office of the Clerk of said Court (then the U. S. District Court for the District of Louisiana), and, under the Act of June 17th, 1844, there caused to be filed, in the words following, their

Petition.

1846, June 12th.

To the Hon. THEO. H. MCCALEB, Judge of the District Court of the United States for the District of Louisiana.

The petition of Thomas P. Harrison and Alexander J. Hawkins Duvall, citizens of the Parish of Morehouse and State of Louisiana,

Respectfully shows, that in the year 1795 or 1796, the now State of Louisiana, then a colony of the King of Spain, of which Baron de Carondelet was Governor-General and Vice-Patron, a grant was made to the Baron de Bastrop, by the proper authorities, of a certain tract of land, twelve leagues square, lying on the river Ouachita and Bayou de Liar, and also six toises of land on each side of the Bayou de Barthelemi, from its source to its mouth, to be located and surveyed in due and legal form, as the plat of survey hereto annexed, and marked A, will more fully appear, which was afterwards approved and confirmed.

Your petitioners further show, that about the year 1810, Baron de Bastrop conveyed to Col. Abraham Morehouse a certain tract of land, known as the Mound Tract in the Prairie, Jefferson Survey, containing about 500 arpens, and part of the abovenamed grant of Baron de Carondelet: That said Abraham Morehouse, about the year 1821, conveyed the said Mound Tract to George Hook and Philip Hook: That George Hook became the purchaser at the sale of Philip Hook's succession of his one-half interest, about the year 1823: That George Hook shortly after sold and conveyed the said tract, known as the Mound Tract, to one Joseph H. Bowmar: That the sheriff of the parish in which said tract lies, under an execution against the said Joseph H. Bowmar, sold and conveyed the same to one P. G. Oliver:

That the sheriff of the proper parish, under an execution against said G. P. Oliver, sold and conveyed the same to James Woodburn, who by his title-bond conveyed the same to your petitioners, Harrison and Duvall, the titles to which, marked B, C, D, E, F, G, H, will be filed as part of this petition, in due time for your Honour's inspection. Your petitioners further state, that a certain other tract of land, containing 500 arpents, lying immediately west and adjoining the said Mound Tract above described, and included in the said grant to Baron de Bastrop, was conveyed by the said Baron de Bastrop to said Col. Abraham Morehouse, and by the said Morehouse conveyed to Bowmar, and upon a partition, it was allotted to a sister of said Bowmar, and subsequently said Bowmar purchased the same from his sister, to whom she duly conveyed her interest in the said tract of land: That the sheriff of the parish where the lands lie, under an execution against said Bowmar, sold and conveyed the said tract of land to Dr. R. F. McGuire, who afterwards sold and conveyed to your petitioners, Harrison and Duvall; all of which titles will be hereafter filed, in due time for the inspection of your Honour, marked M, N, O, P, Q.

Your petitioners further show, that the United States set up claim of title to the above described lands of your petitioners, which, by act of Congress, approved June, 1844, extending the act of Congress of 1824, this honourable Court is clothed with power and jurisdiction to adjudicate upon the claims of both your petitioners and the said United States government.

To the end, therefore, that full and adequate justice may be done the parties in the premises, your petitioners pray, that the United States of America may be made party defendant to this their bill: and that citation may issue, to be executed upon Solomon W. Downs, United States District Attorney, as representative of said defendant, causing him to appear and answer this petition: and they further pray, that upon final hearing of this cause, their title may be confirmed, and for all such other and further relief in the premises as they may be entitled to; and, as in duty bound, they will ever pray.

(Signed) CHS. E. MOUNT,
Solicitor for Petitioners.

1846, June 15th.

And thereupon, on the fifteenth day of June, A. D. 1846, was issued, from the Clerk's Office, the following

Citation.

UNITED STATES DISTRICT COURT,
Sitting in and for the District of Louisiana.

To the Marshal for the District of Louisiana, or his lawful deputy, Greeting:

You are hereby commanded to summon S. W. Downs, U. S. Dis-

trict Attorney, to appear before the Honourable Judge of the District Court of the United States, sitting in and for the District of Louisiana, at a District Court to be holden at New Orleans, on the first Monday of July, 1846, then and there to answer a petition in Chancery, filed against the United States, wherein Harrison and Duvall are petitioners and the United States is defendant.

Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness, the Honourable T. H. McCALEB, Judge, this 15th day of June, New Orleans, 1846, and 70th year of American Independence.

(Signed) L. E. SIMONDS, *Dy. Clerk.*

Mem. The defendant is to enter an appearance in the above cause in the Clerk's Office, on or before the first Monday of July, 1846, otherwise the petition may be taken pro confesso.

Marshal's Return.

Received, this 15th day of June, 1846, and on the same day served copies of the within citation, plaintiff's petition, and documents annexed, on the within named S. W. Downs, Esq., U. S. District Attorney, in the manner following, to wit: in person, at New Orleans. Ret'd same day.

(Signed) W. F. WAGNER, *U. S. Marshal.*

1846, Nov. 26th.

And afterwards, to wit: on the twenty-sixth day of November, A. D. 1846, appeared the defendants by their attorney, and filed the following

Answer.

HARRISON & DUVALL vs. THE UNITED STATES. } In the District Court of the United States for the District of Louisiana.

The defendants, by their attorney, now come, and for answer to plaintiffs' petition, deny generally all the facts and allegations in plaintiffs' petition contained.

Wherefore they pray to be hence dismissed with costs.

(Signed) THOS. J. DURANT, *Atty. U. S.*

1849, 12th March.

And afterwards, at the February Term, 1849, of the Court, to wit: on the twelfth day of March, 1849, was duly entered of record on the minutes, the following

Continuance.

HARRISON & DUVALL
vs.
THE UNITED STATES. } No. 31.

This cause was to-day called up for hearing; Chs. E. Mount, Esq., appearing for the complainants, and the U. S. District Attorney for the defendants; when, by consent of parties, the same was continued until Tuesday, the 15th of May, 1849.

1849, May 15th.

And further, at the same Term, and on the fifteenth day of May, A. D. 1849, the plaintiffs appeared, and with leave filed the following

Supplemental Petition.

To the Honourable Judge of the District Court of the United States for the Eastern District of Louisiana.

The supplemental petition of A. J. H. Duvall and Tho. P. Harrison, against the United States, respectfully shows, that in their original petition it is stated in error, that Abraham Morehouse conveyed the Mound Tract to George and Philip Hook, and that George Hook became the purchaser at the sale of Philip Hook's succession of his one-half interest, about the year 1823, and that George Hook shortly after sold and conveyed the said tract, known as the Mound Tract, to one Joseph Bowmar: which statement of the chain of title is erroneous; and your petitioners, in correcting the same, now aver, that they are possessors and the owners of said tract of land by a regular chain of title, from said Morehouse, of said tract of land, and their title is valid and binding against the defendant.

Petitioners further show, that in said original petition it is averred, that said two tracts of land therein claimed contain about 1000 arpents, or 500 arpents each, whereas petitioners aver that there are included in said two tracts less than one thousand acres; that is to say, by survey there are only 866 acres, 3 roods, 15 poles; and your petitioners pray as in their original petition, and for general relief, &c.

(Signed) CHAS. E. MOUNT, *Atty. for Peters.*

Document annexed to Supplemental Petition.

Chain of Title of Mount Tract of Land, in Louisiana, (Prairie Jefferson,) to Harrison and Duvall:

1st. Spanish Government to Baron de Bastrop,	Book	F,	page 312.
2d. Bastrop to A. Morehouse, ⅔ of or ⅗,	"	Z,	" 195.
Agreement of Bastrop, Linch, and Morehouse,	"	A, B,	" 76.
Linch to Livingston,	"	"	" 74.
Livingston to Morehouse (partition)	"	"	" 75.

Power of Attorney from Linch to Adain,	Book A, B,	page	72.
" " Livingston to Davesac,	" "	"	73.
Casady's Survey,	" "	"	10.
3d. G. T. and M. Morehouse, heirs of A. Morehouse, to William Griffith,	" D,	"	255.
4th. William Griffith to John T. Griffith, (Power of Attorney,)	" "	"	256.
5th. John T. Griffith to Bry and Lewis,	" "	"	507.
6th. Bry and Lewis to George Hook,	" E,	"	18 tor.
7th. Estate of Geo. Hook to Hugh White, Probate,	" B,	"	388.
8th. Sheriff to Philip Hook,	" F,	"	251.
9th. Philip Hook to John H. Guice,	" "	"	335.
10th. John H. Guice to Levi Guice, ½ tract,	" G,	"	377.
11th. Same to H. M. Bry, ½ tract,	" "	"	389.
12th. H. M. Bry to Levi Guice, ½ tract,	" "	"	390.
13th. Levi Guice to Robert H. Bowmar,	" H,	"	192.
14th. Sheriff to Peter G. Oliver,	" I,	"	315.
15th. Sheriff to James Woodburn,			
16th, James Woodburn to Harrison and Duvall.			

Chain of title to Bowmar Tract of 500 acres, now belonging to Harrison and Duvall:

1st. A. Morehouse to Joseph Bowmar, A, B, page 2.
2d. Mary Caroline Abercrombie to Robert H. Bowmar, (partition,) H, page 553.
3d. Sheriff to McGuire, 2 deeds, K, pages 28, 30.
4th. McGuire to Duvall.
5th. Duvall to Harrison, ½ tract.

Endorsement of Supplemental Petition.

Let this supplemental petition be filed.
(Signed) THEO. H. McCALEB, *U. S. Judge.*

Service hereof accepted in open court.
Attest: (signed) ROBT. M. LUSKER, *Dy. Clerk.*

1849, May 15th.

And further, at the same Term, and on the same day, the defendants filed the following

Answer to Supplemental Petition.

HARRISON & DUVALL
vs.
THE UNITED STATES.

To the Honourable THEODORE H. McCALEB, Judge of the District Court of the United States for the Eastern District of Louisiana.

The answer of Thomas J. Durant, Attorney of the United States

for the Eastern District of Louisiana, to the bill of complaint and petition, and to the supplemental bill of complaint and petition of Harrison and Duvall, complainants and petitioners.

The attorney of the United States aforesaid, now, and at all times hereafter, saving and reserving to himself and the United States, all and all manner of benefit or advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainants' bill of complaint and petition, and in their supplemental bill of complaint and petition contained, for answer thereto or unto so much and such parts thereof as the attorney aforesaid and these defendants are advised, is or are material or necessary for them to make any answer unto.

The attorney of the United States aforesaid, answering, saith that he is a stranger to the several matters and things in the said complainants' bill of complaint and petition, and in his said supplemental bill of complaint and petition contained: and the attorney of the United States aforesaid, further saith that he claims such rights and interests, under the treaties, statutes, and law pertinent to this matter for and on behalf of the United States, as this Honourable Court shall be of opinion that the United States are justly entitled.

And the attorney of the United States aforesaid, denies all and *and* all manner of unlawful combination and confederacy wherewith he is by the said bill of complaint and petition and by the said supplemental bill of complaint and petition charged, without this, that there is any other matter, cause, or thing in the said complainants' bill of complaint and petition and supplemental bill of *of* complaint and petition contained, material or necessary for the attorney of the United States aforesaid, to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of the attorney of the United States aforesaid; all of which matters and things the attorney of the United States aforesaid is ready and willing to aver, maintain, and prove as this Honourable Court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

(Signed) THOMAS J. DURANT,
Att'y U. S. for E. D. La.

1849, May 16th.

And, further, at the same Term, and on the 16th day of May, A. D. 1849, was filed by the plaintiffs the following

Replication.

HARRISON & DUVALL vs. THE UNITED STATES. } In the District Court of the United States for the Eastern District of Louisiana.

The replication of Harrison & Duvall, complainants, to the

answers of Thomas J. Durant, attorney of the United States for the Eastern District of Louisiana, to the original and supplemental petitions of complainants by them heretofore filed.

Complainants aver that all their allegations contained in said original and supplemental petitions are true, notwithstanding the denials of defendants: all of which they are ready to maintain and prove to the satisfaction of this Honourable Court, wherefore they insist they are entitled to the relief prayed for in *is* their said petitions, as well as judgment against said defendants, and should not be precluded by reason of anything alleged by defendants in their said answers, and this they pray may be inquired of by the Court, &c.

(Signed) CHARLES E. MOUNT,
Att'y for Complainants.

1849, May 17th.

And, further, at the same Term, and on the 17th day of May, A. D. 1849, was duly recorded on the minutes of the Court the following

Hearing and Submission of Cause.

Thursday, May 17th, 1849.

Present:—Hon. Theo. H. McCaleb.

HARRISON & DUVALL
vs.
THE UNITED STATES. } No. 31.

This cause came regularly up for hearing to-day, Charles E. Mount, Esq., for complainants, and the United States District Attorney for defendants, present. Evidence was adduced on behalf of the complainants and argument heard, when the case was taken under advisement.

And be it remembered that the documents offered in evidence by the plaintiffs, on the hearing of their cause, are the thirty-seven following, to wit:

First 21, document forming plaintiff's claim of title to "Mound Tract."

A.—Copy of Deed of Spanish government to Baron de Bastrop.—Records parish of Ouachita.

Señor Governador:

El Baron de Bastrop deseoso de promover la problacion y agricultura del Ouachita y proximo a passar a los estados unidos de America para concluir el palon de emigration que tiene projetado y agressar con su familia han presente a N. S. que es absolumente indispensable que porparte del Gobierno se destina un distrito como de unas dose legas quadradas en las que queda incluso el Bayu Liard y sus cercanias al fin de que sin el menor obstanto in embaroso pue-

dan riese collocando en ellas tas familias que el supplicante vaga tragendo baxo la expressa condicion que concessiones de tierra han de ser gratis, y que por ninguno titulo o pretexto excedan laquan titad de quatrociento arpanes quadrados a lo mas con el objeto de impedir la introducion de negros y fabrica de añil que en aquel parage serian absolutamente contrarios y perjudicios a la cultura del trizo y harrian immedibilmente perder al supplicante los gastos de su establicimiento, ygual mente supplica a N. S., le sirra accorder la permission de exportar para la Havana las harinas que se fabricaron en los molinos del Ouachita, sin que le limite a venderlas priersamente en la Nueva Orleans y puestos de esta provincia a menos que parala subsistencia de ellos sean necessarios pues en este caso deben siempre tener la preferencia, se hace tambien indispensable que el gobierno, se encarge de la condicion y sustenta de la familias que el supplicante entroduxe desde el puesto de Nueva Madrid haste el Ouachita en el que se les suministraran algunos riveres para la subsistencia de los primeros mes y favisitarles la primera siembra de los frutos necessarios anordando a los habitantes no catosuos sa libertad de conseriencia de que gosan los de Baton Rouge Natchez y otros distritos de este provincia y serviendose el gobierno finalmente fexar el numero de familias que el supplicante debe introducier el zelo para prosperitad y formento de la provincia junto alos deseos de procurar la tranquillitad quiritud de aquello. Establicimiento removiendo de una res quantos obstanculos pudieran apponarse a este interpantes objectos me pomen en el caso de representar a N. S. laque uero expuesto esperando que N. S. encontrara en estas dispositiones, el mejor servicio del rey y adelahtamiento de la provincia confueda a su mando, Nueva Orleans, 20 de Junio, 1796. De Bastrop.

Vestos las vantajar que debin resultar del establicimiento projectado por el señor Baron de Bastrop, el commandante del Ouachita, Don Juan Filhiol, senalara doce lequas en quadro mitad del lado del Bayu Liard y mitad del lado de enfrente del Ouachita parair coloedando en ellas las familias que el enumiado baron fuere dirigiendo, bien intendido que a ninguna se ha de dor mayor concession de tierra que la de quatro ciento, arpanes quadrados a lo mas quartis, y libros de todo derecho, respecto a que el objecto de este establicimiento ha de serto para la cultura del trigo.

Siendo libre la intracion de los productos de esta provincia, no debe dudar el supplicante el que le sara permittido extraer la harina que fabricase en los molinos del Ouachita para la Havana y demas puertos premittedos para el libre comercio de esta Provincia.

Se ene dagara el Govierno del la condicion de las familias desde Nueva Madrid hasta el Ouachita y se les daron riveres que paresean sufficientos par su manutacion durante seis meses y para proporcionarles, sus siembras, no seran molestados en matura de Religion y permitido publicamente el Culto Catholico, Apostolico y Romano y podra el supplicante conducir hasta el numero degumientas familias siempre que passados tres armos no se hubiera verificado la mayor

parte del Establicimiento, se ocuparan por las primeras familias que se presentan, las doce leguas en quadro destinadas para las que enviara el Señor Supplicante.

REGISTER'S OFFICE, NEW ORLEANS,
30th December, 1822.

I, Samuel H. Harper, register of the land office, for the Eastern District of Louisiana, do hereby certify, that the foregoing is a true and faithful copy of an original record now in my office, entitled Registro de los primeras Duretos de Concession 1795, 96 y 97. No. 8.

SAML. H. HARPER.

[For Map, see original, page 15.]

Don Carlos Trudeau, Agrimensor Real y particular de la Provincia de la Louisiana, &c. Certificio que el presente plano contiene Cientoquarenta y quatro leguas planas de superficia cada legua formando un quadrado que tiene por lado dos mille quinientos to esas medida de la Ciudad de Paris Legun uso y costumbre de esta colonia cuyo tereno situado en el Puesto del Ouachita a como sehanta leguas mas arriba della embrocadura del mismo Rio en el Rio Colorado lindenido dicho terreno a la parte del S. O. con las orrillas Orientales del Rio y Bayus, Ouachita, Barthelemy, y Liard confirmea linea desidiga del sur sesanta y cincogrados Este de tres leguas con un mita de larga, atomar desde la Orilla (C) del Bayu Liard hasta encuntre la altura della lettera (A) del mismo Bayu Liard con el Bayu Barthelemy dicho panto (A) Sirviendo de cosa a la linea del medimiento (A B) de doce leguas de larga pararelamente el plano del Bayou Barthelmey desde el panto (A) hasta el ultimo de dichos doce leguas terminandose al punto (B) embocadura del Arroyo Uamado Bayu termino. Los limites (D E) (F G) son parallelos dirigidos Nord cinquanto y Dorgrados Este sin attender á la variacion della bruxola variendo Este de ocho grados al Nord Este y paraque consta doy la presente con el plano figurativo que decompaña, a favor del Senor Baronde Bastrop Junio quatorse de mil setecientos navanta y siete años. (Sigd.) Carlos Trudeau, Agr. Gl.

Registrado en el libre A. Fo. 38 al No. 922 de las expediciones de apeo y copiado de su original remitido doble a la secreteria del Govierno, de orden verbal del Señor Commandante General el Señor Baron de Carondelet ut supra. (Sigd.) Carlos Trudeau.

I do hereby certify the above certificate, and the plan hereunto annexed, to be exactly copied from the original, deposited among the records of the Surveyor General of the State of Louisiana.

[SEAL.] BOUCHON, *Surveyor General.*

New Orleans, the 20th December, 1822.

El Baron de Carondelet Cavaliers de la Religion de San Juan Marical de Campo de los reales exercitos Governador General Nin

Patrono de las Provincias de Louisiana, Florida Occidental y Inspector de las troupas, &c. &c. &c. Por quanto el Baron de Bastrop a consequencia de la Sollitud que en fecha de 20 de Junio del año proximo anterior y directo de 21 del mismo hor dado principie al establicimiento del Ouachita que por el Estipulo con el Gobierno, para evitar todo obstaculo, difficultad y embarrogo en lo sampiro y que con toda facilitad prudan irse allocando las familias que hasta el numero de quincintas deben lumpiramente y proportionalmente conducir or haur conducir dicho señor Baron hemos recibido a senalar los doce leguas destinadas para dicho establicimiento, en los terminos con las limites moncones y linderos y en el parage que siñalo fixa y demarca el plano figurativo y diligencias que van por cabera de este titulo verificado por el agrimensor General Don Carlos Lavan Trudeau por havernos paraciso su assi mas convenient para esitar toda contestation y disputa y approbandolas como las approbamos, junto usando de la facottad que el Rey nos tiene concedida desti namos y approbamos en su real nombre las mencionadas doce leguas para que el dicho Baron de Bastrop las establenra en los luminos y baxo las condiciones que se expressan en dicha Sollintud y decreto Damos el presente firmado de nuestra mano sellado con el sello de nuestras armas y refrendado por el enfrascritto comissario honarario de guerra y secretario por suo macestad de esta commandaveia general en la Nueva Orleans a 20 de Junio de 1796, El Baron de Carondelet.

[L. S.] ANDREZ LOPEZ, *Armesto.*

El Baron de Bastrop contratta con S. M. provar por el termine de seis meses ration a las familias que ultimamente a introducido en el puesto de Ouachita que debera componerse de 24 onzas de pan fresca o el equivalente en harina 12 onzas de Lame de Vacca fresca o seis de tocino, tres onzas de minestra fina u tres de la ordinaria y uno milesima parte de un selemin de sal por la que se me paghera por esta reales coxas a razon de real y medio por cada una para cuyo effecto formare mensualmente relacion individual que certificara al ple el commandante de aquel puesto su legitima existencia baxo cuyas condicion es my obligo con my persona y bienes al complimiento de la presenta contrassa suggetandome en todo a la jurisdition de esta Intendencia General en fe de laqual lo firmo en la Nueva Orleans, a 16 de Junio, 1797. El Baron *de* Bastrop.

Nueva Orleans ficha ut supra.

Appruevo esta contratta en el real nombre de S. M. con intrevention del Senor Don Gilbert Leonard, contador principal de exercito de esta provincias archivese el original en la contadoria principal de su curgo para su constantio y diriganse al secretario dos copias certificadas.

Sr. Juan Ventura Morales con my intervation Gilbert Leonard, es copia de la original que queda en la contadoria principal de my cargo de que certifico, y se sana para pasarla a la secretaria de esta Intendencia Genl. N. Orleans fecha ut supra Gilbert Leonard. I do

4031.

hereby certify the foregoing to be a true copy of the Registry on record in my office. In testimony whereof I have hereunto set my hand and affixed my notarial seal, at New Orleans, 3d January, 1823.

[L. S.] SR. PHI. PEDESCLAUX, *N. P.*

Como por parte del Señor Intendente con motivos de la escasega de condales se ha sollicitado la suspension de ulterior rimessa de familias hasta la dinsion de S. M. no dide pajarle a N. S. perjarjio en ultimo parasske de mi dureto que expressa, que se a los tres años no se hallose verificada la major parte del establisimiento, se collocaran las familias que se fueren presentado en las dose leguas destinados para et establisimiento que N. S. a commencado, y soto tendra effecto dos años dispues que vaebra a quedar espedido el surso de la contratta Havundose hutro saber a N. S. la determinacion de S. M. quede N. S. persuadido, siempre, que por mi parte observare, religiosamente los empeños que contrahen maxima que constamente a distinguito la nation Española. Dios guarda a N. S. muchos años Nueva Orleans, a 18 de Junio 1797, El Baron de Carondelet, El Senor Baron de Bastrop.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public, in and for said parish and state, do hereby certify, that the above foregoing and hereto attached papers, are true and correct copies taken from the papers, as filed and recorded in my office.

Given under my hand and seal of office, on this 26th day of October, A. D., 1846.

[SEAL.]

(Signed) C. H. MORRISON,
Recorder.

B.—Copy of Deed of Baron de Bastrop to Abraham Morehouse, 25th January, 1804.

This indenture, made this 25th day of January, one thousand eight hundred and four, between P. H. N. Zot. Baron de Bastrop, of the province of Louisiana, of the one part, and Abraham Morehouse, now in said province, of the other part, witnesseth, that the said Baron de Bastrop, for and in consideration of the sum of three hundred and fifty thousand dollars, justly due and owing to the said Morehouse by the said Bastrop, together with the legal interest thereon since the 13th day of September, one thousand eight hundred, as appears by sentence of the Honourable Danville District Court for the State of Kentucky, at their January term one thousand eight hundred and two, as well as the further sum of one dollar, now in

hand, paid by the said Morehouse, the payment of which he doth hereby acknowledge and for ever acquit for the said dollar the said Morehouse, his heirs, executors, and administrators, hath granted, bargained, sold, aliened, and confirmed, and by these presents doth grant, bargain, sell, alien, convey, and confirm, unto the said Abraham Morehouse, his heirs and assigns for ever, the one equal undivided two-thirds parts of all that tract or parcel of land lying and being in the district of Ouachita, and province of Louisiana, on the waters of the Ouachita River, containing twelve leagues squares, or one million sixteen thousand and sixty-four acres of land, more or less, agreeably to the customary measure of said province, as marked in the original map executed by Don Carlos Trudeau, Surveyor-General of said province, dated the 14th of June, one thousand seven hundred and ninety-seven, with the same privileges and charges, so as the said tract or parcel of land was granted to the said Baron de Bastrop by deed of the Baron Carondelet, Governor-General of said province, dated the 21st of June, 1796, and also by an order of the said Governor-General, by a letter of office dated 18th of June, 1797, and further by letters patent in the name of the king of Spain, under the hand and seal of the said Governor-General of the said province, bearing date the 20th day of June, one thousand seven hundred and ninety-seven, reference thereto being had may fully appear, together with all the improvements, water-courses, and appurtenances, whatsoever to the said premises belonging or in anywise appertaining, and the reversions, and the remainders, and profits thereof, and all the estate, right, title, interest, claim, and demand of him, the said Baron de Bastrop, of, in, and to the same, to have and to hold the said premises hereby conveyed, with all and singular the appurtenances, unto the said Abraham Morehouse, his heirs and assigns for ever, and the said Baron de Bastrop, for himself, his heirs, executors, and administrators, doth covenant and agree with the said Morehouse, his heirs and assigns, that the premises before mentioned now are, and for ever shall be free from all incumbrances whatsoever, done or suffered to be done by the Bastrop, and the said Baron *de* Bastrop doth for himself and his heirs all and singular, the premises hereby bargained, sold, and conveyed unto the said Morehouse, his heirs and assigns, against the said Bastrop and his heirs, and against all and every other person or persons, well warrant and for ever deferred by these presents. In witness whereof the said Baron de Bastrop hath hereto set his hand and affixed his seal the day and year first above written.

(Signed) BARON DE BASTROP.

[SEAL.] Signed, sealed, and delivered in presence of and made duplicate, one of which is to remain in the office, and one and interlined.

Dn. Victe. Senz. Fefuno Feniente del Regimento Infante-ma dela

Louisiana y Comandante Politico y Ylilitande este Puesto, y in Tuxisdicion.

Certifico que la firma y Publica dela buetta es dela mano del Sr. Baron de Bastrop a quien-certifico conorco, y que la hiro ur mi presencia y enla de Tomas Losado, y Juan Villard, testigos de assistencia y recinos de este distrito, y para que conste adonde comfenga firmo la presentia a peticion del Sr. Baron de Bastrop, y de Sr. Abraham Morehouse y queda en el archivo de esta comandancia de mis cargo por combenir á readteos Señores y las testigos firmaron con migo, en el Puesto de Ouachita alos reinte y cinco dias del mes de Enero del año de Mil ochocientos y quatro.

Testigo Victe. Fernz. Tefeino,

Thomas Lasado, Commandante.

JR. VILLARD.

STATE OF LOUISIANA,
Parish of Ouachita:

I, Charles H. Morrison, parish recorder and ex-officio notary public in and for said parish and state, do hereby certify that the above and foregoing is a true and correct copy taken from the original deed and certificate on file and of record in my office.

[SEAL.] Given under my hand and seal of office on this 26th day of October, A.D. 1846.

(Signed) C. H. MORRISON,
Recorder.

C.—*Deed of Agreement between Bastrop, Lynch, and Morehouse, 14th May, 1805.*

AGREEMENT.

On this fourteenth day of May, in the year of our Lord one thousand eight hundred and five, and in the twenty-ninth of American Independence, before me, Peter Pedesclaux, notary public, personally came and appeared the Baron of Bastrop of the first part, Charles Lynch of the second part, and Abraham Morehouse of the third part, all at present in the city of New Orleans, who entered into the following article of agreement.

1st. That said Lynch and Bastrop do hereby relinquish, give up, and release to said Morehouse all suits at law which they or either of them have instituted against him, and do agree to dismiss the said suits at their own and each of their proper expenses and costs.

2d. The said Lynch and Bastrop do further for themselves, and each of them their heirs, executors, release and for ever quit claim to sd. Morehouse and his heirs, four undivided tenth parts of the certain tract of land conceded by the Spanish government to the said Baron de Bastrop, situated in the district of Ouachita, containing twelve leagues square; and do agree that they will not, nor will their heirs, set up any claim to the said land, hereby released, either in

law or equity, nor shall the said Morehouse be troubled in or evicted from his said possession of said land, in consequence of any sale, transfer, or assignment made thereof, by the said Lynch or Bastrop, in this engagement, stand separately bound each for himself, and that the one is not to be made responsible for a breach on the part of the other, or proceedings from his heirs or assigns.

3d. The said Morehouse and Bastrop, each being obligated for himself, his heirs, or assigns, and guarding against all responsibility for the other, do engage that, for a valuable consideration, they will, and do hereby relinquish, grant, remise, quit claim, and abandon to the said Lynch, his heirs and assigns, either clause of warranty against themselves, their heirs and assigns for ever, all their right, title, interest, and claim in and upon, and unto the remaining six tenths, as yet undivided, of said concession.

4th. The said Lynch further engages to pay J. F. Riviere a debt due from the said Baron of Bastrop to him, amounting to twenty-five thousand dollars, and to transfer to the said Baron of Bastrop one hundred thousand acres of land of said concession, of an average quality, with the whole thereof free from any claims whatever, except the claim of the United States, should they set up any thereto; in consequence whereof, the said baron abandons to the said Lynch and Morehouse, in the proportions already recited, all the interest which he claims in the said grant either in law or equity.

5th. And the said Lynch further covenants to and with the said Morehouse, in consideration of the premises, that the said Lynch will for ever release, remove, and take off from said concession of twelve leagues square, and, also, from one other tract sold to said Morehouse by the Baron of Bastrop, lying on the Ouachita River, at the mouth of the Bayou Liard, supposed to contain one thousand two hundred acres, more or less, and every incumbrance in favour of Stephen Wante, or his assigns, which might, on account of a mortgage given by the said Bastrop to said Wante, to secure the payment of forty-five thousand dollars, will for ever guarantee and protect said Morehouse from the same.

6th. The contracts now existing between said Morehouse and said Lynch, relative to property lying in the State of Kentucky, shall remain unimpaired by the agreement, and shall be considered in nowise changed or affected thereby.

7th. This agreement, and the stipulations therein contained, are taken by the said Baron of Bastrop as a full and complete satisfaction, made as well by said Lynch as by said Morehouse, for all past contracts, dues, and demands arising prior to the execution hereof; and the said baron expressly engages that this writing shall, to all legal purposes, be considered as a release to each of the said parties, (Morehouse and Lynch,) from all claims, actions, debts, dues, and demands, either equitable or legal, from the beginning of the world to the present day, except from the rights, property, claims, and demands secured from them to the said baron by the pre-

sent instrument; and the said baron doth further expressly agree, that he will, at any time, (when secured against judgments in the Lexington District Court, rendered against said Morehouse on behalf of Robert Smok, and in which the said Bastrop became bail for said Morehouse,) release to Thomas Wallace, agent in said affair, all the right and interest of him, the said baron, to a certain tract of land in Franklin County, in the State of Georgia, containing one hundred and thirty thousand acres.

8th. The said Morehouse, Lynch and Bastrop agree that a division of lands pursuant to the foregoing principles shall be made between them on or before the first day of September, by a surveyor agreed on by the parties, and in case any difference should arise respecting the division of said land, it shall be decided by three more chosen by the parties.

9th. The said parties have further agreed that all land heretofore sold by the said Morehouse, being a part of said concession so far as the same described in the schedule, hereto annexed, shall be left with the said Morehouse, and to be considered as part of his four tenths, the said Lynch and Bastrop hereby agree to release all their claims or pretensions to the same,

10th. The parties to this contract all expressly agree that all actual settlers on the grant aforesaid shall be quieted in their possession and in their property so far as respects the claim of the parties hereto as well as those who have been introduced by the said Baron, as those who have been seated there by said Morehouse, and who by the records of the post of Ouachitta are entitled to grants under the said Morehouse or Bastrop; provided also that those who have not yet settled may be allowed to do so and receive land equal to the average quality of said grant, and that if Silvanus Bascum's father, Joseph and John Owens shall refuse to run out their lands in such manner as not to interfere with other grants or not to injure the value of the residue of the tracts of the parties to this contract, and shall resort to law for damages or a specific performance of the contract under which they claim said lands, then the parties hereto agree to bear all expenses, pay all damages, and contribute to the performance of such decisions in proportion equal to their respective interests in said grant, as fixed by the stipulations of this contract.

11th. The said Lynch further engages to procure for the said Baron from Conl. John Blanton, and to annex hereto a release from all remaining responsibility on account of the uncollected balance of three bonds, amounting in the whole to fifty thousand dollars, given by said Bastrop to said Morehouse, and also to procure from said Blanton a release from all claims or demands which he may have on Conl. Morehouse for any part of the said grant, under a contract which exists betwixt them, relative thereto.

12th. The Baron of Bastrop accepts the terms of this instrument, as a full satisfaction of his claims upon the said Lynch, and upon his complying therewith releases the said Lynch, released and acquitted

from all claims or demands of whatsoever nature on the part of said Bastrop.

13th. And the said Morehouse and Lynch for themselves, their heirs, executors, &c., agree that the said Bastrop is hereby exonerated, released, and effectually discharged from all future responsibility, upon or on account of said bonds, from him to said Morehouse for the sum of fifty thousand dollars, reserving, however all the lands and other property of said Bastrop in Kentucky, which has already been purchased under the same to the present proprietors hereof, and the said Morehouse hereby releases and discharges said Baron of Bastrop from all contracts, debts, dues and demands not growing out of or expressly secured in the present instrument, and the said Morehouse further engages and covenants that the said Baron of Bastrop, shall not at any time hereafter be sued upon or made liable to pay any debts or notes passed away or assigned by the said Morehouse, but shall be completely released, and discharged, and for ever indemnified, all demands or claims of all persons deriving title from or under him, the said Morehouse to any bonds, bills, notes or contracts which may have passed from the said Baron of Bastrop to or through the said Morehouse.

A schedule of lands sold by Abraham Morehouse in Ouachitta, and which have is run out.

Richard King,	3000
Prosper King.	1600
Nicholas Meriweather and family,	600
William Thomas,	1500
Birch,	600
Jacob Beder,	1500
Benjamin Richardson,	500
Hatton Clerk & E. Middleton,	2300
Ten tracts of the Prairie Jefferson of five hundred acres,	5000
Robert Morehouse,	500
The farm on which Abram. Morehouse lives at the Prairie Merrouge,	1500
(Signed) A. MOREHOUSE.	18,100

14th. The said Lynch and the said Morehouse, in order to guarantee the execution of the eleventh article herein contained, particularly as far as relates to the release of the said Blanton, together with the release of the said Lynch and the said Morehouse to the Baron of Bastrop, of the said bond of fifty thousand dollars given by the Baron, as aforesaid, to the said Morehouse; and to completely indemnify the Baron against the enforcement of said bond, hereby mortgage fifty thousand acres of land, that is to say, twenty-five thousand acres each of their respective undivided shares, to be laid off according to quantity and quality as aforesaid; the said mortgage to be dissolved and extinguished upon the attainment of the said release by all the parties aforesaid.

In witness whereof, the parties above named have signed these presents with and in presence of me, the notary, and of the witnesses, John Be. Ramiré and Joachino Lozan, on the day, year first above written. The minute of the above is signed A. Lynch, Baron de Bastrop, A. Morehouse, Joach. Lozano, Jean Baps. Ramires, and J. Peter Pedesclaux, notary public, aforesaid, and subscribers.

[SEAL.] PETER PEDESCLAUX,
Not. Pub.

STATE OF LOUISIANA,
Parish of Orleans.

I, Charles H. Morrison, parish recorder and ex-officio notary public in and for said Parish and State, do hereby certify that the above within and foregoing papers are a true copy taken from the records office (attached together by tying with a small riband).

[SEAL.] Given under my hand and seal of office on this 27th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

D.—Copy of Deed of Charles Lynch to Edward Livingston, 27th September, 1807.

Whereas, by an agreement made and entered into on the twenty-fourth day of January, 1805, in the city of New Orleans, between Charles Lynch of the one part, and Edward Livingston of the other, and likewise by an agreement made and entered into on the 14th day of May, 1805, between the Baron de Bastrop of the one part, Charles Lynch of the second part, and Abraham Morehouse of the third part, by which several agreement the said Charles Lynch became entitled to six undivided tenth parts of a certain tract of Land ceded to the Baron de Bastrop by the Spanish government, situated in the district of Ouachitta, containing twelve leagues square; and, whereas, by a judgment of the Superior Court, in New Orleans, rendered on the seventh day of March, 1806, the said Edward Livingston again became entitled to a certain part of said six tenth parts claimed by said Lynch. Now, be it known, and fully understood, that in consequence of previous arrangements between Edward Livingston, by his attorney in fact, Augustus Devesac de Castera, and Charles Lynch, by his attorney in fact, John Adair, the said Charles Lynch does hereby release and for ever quit claim for himself, his heirs, executors, and assigns, &c., &c., to the said Edward Livingston, his heirs, executors, &c., &c., all the rights and titles which he, the said Charles Lynch, has yet remaining in and to the said tract of land; and he does hereby place the said Edward Livingston in his stead with full powers to hold, receive, and make conveyances to the same in as full a manner as he, the said Lynch, could do, warranting and for ever defending the premises, as above, from the said Charles Lynch and

his heirs for ever, to the said Edward Livingston, his heirs, &c., &c., as witness whereof, the said Charles Lynch, by his attorney in fact, the aforesaid John Adair, has hereunto set his hand and affixed his seal, this 27th day of September, in the year of our Lord 1807.

[SEAL.] CHARLES LYNCH.

By his attorney in fact,

JOHN ADAIR.

Test: J. L. HENDERSON,
P. CASSIDY,
HENRY CASSIDY.

Acknowledged before me and ordered to be recorded,

H. BRY, *Parish Judge.*

STATE OF LOUISIANA,
Parish of Ouachitta.

I, Charles H. Morrison, parish recorder and ex-officio notary public in and for the parish and state aforesaid, do certify that the within and foregoing is a true copy of the original on file and of record in my office.

[SEAL.] Given under my hand and seal of office on this 27th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

E.—Copy of Partition between E. Livingston and A. Morehouse, 28th Sept. 1807.

Whereas, by an agreement made and entered into on the fourteenth day of May, in the year of our Lord, one thousand eight hundred and five, and in the twenty-ninth of the American Independence, before Peter Pedesclaux, notary public in the city of New Orleans, by the Baron de Bastrop of the first part, Charles Lynch of the second part, and Abraham Morehouse of the third part, each of the parties being personally present, in which contract, signed and duly recorded, it is agreed between and by the several parties, under divers stipulations to be performed, that the said Abraham Morehouse should be entitled to hold in his own right, four undivided tenth parts of a certain tract of land conceded by the Spanish government to the said Baron de Bastrop, situated in the district of Ouachitta, containing twelve leagues square, and the said Charles Lynch should hold and be entitled to the remaining six tenth parts, the same to be divided by a line to be agreed on by the parties; and whereas, it now appears by a judgment of the Superior Court of the territory of Orleans, rendered on the seventh day of March, eighteen hundred and six, in favour of Edward Livingston and against said Charles Lynch, and likewise by an assignment and release, made and recorded before the signing of these presents, from the said Charles Lynch by his attorney in fact, John Adair to Edward Livingston, that the said Edward Livingston is now entitled to six undivided tenth parts of said grant,

under the stipulations of being bound to perform all the conditions which the said Lynch was bound to perform by the aforesaid recited agreement, the parties have entered into the following division, to wit: The said Edward Livingston, by his attorney in fact, Augustus Davezac de Castera, does, for himself, his heirs, executors, &c. &c., release and for ever quit claim to the said Abraham Morehouse, his heirs, &c. &c., to four tenth parts of said grant of twelve leagues square, which four tenth parts contain, by estimation, four hundred thousand arpens, and bounded as follows: beginning at the eighteen mile tree from the letter D, on the eastern line of the survey of said grant made by Henry Cassidy, authorized surveyor on the part of the United States, to survey all land in this district, thence running north thirty-three degrees west, until it crosses the Bayou Bartholomy on its most western bank; thence running to the river Ouachitta in such direction as will include the quantity. And the said Abraham Morehouse does for himself, his heirs, &c. &c., release and for ever quit claim to the said Edward Livingston, his heirs, executors, and assigns, the remaining six tenth parts of the said grant, which six tenth parts contain, by estimation, six hundred thousand arpens, under the conditions of the aforesaid recited agreement, and bounded as follows, to wit: beginning at the eighteen mile tree aforesaid, and running with the line aforesaid until it strikes the Ouachitta, and round with the line of the survey of the said grant made by the said Henry Cassidy, it being understood and intended that Edward Livingston shall hold all the lands within the grant north and east of said division line, and the said Abraham Morehouse all the lands on the south and west of the same, as may appear more fully by a reference to the said map of the grant, executed by the said Cassidy, in which the lines of division here referred to are marked, as witness our hands and seals this 28th September, 1807.

(Signed) A. MOREHOUSE, [SEAL.]
EDWARD LIVINGSTON, *by Augustus Davezac de Castera, his att'y in fact.*

Witnesses present:
J. L. HENDERSON,
P. CASSIDY,
HENRY CASSIDY.

STATE OF LOUISIANA,
Parish of Ouachitta.

I, Charles H. Morrison, Parish Recorder and ex-officio notary public in and for said state and parish, do hereby certify that the above and foregoing is a true and correct copy taken from the original, on file and of record in my office.

[SEAL.] Given under my hand and seal of office, on this 27th day of October, A. D., 1846.

(Signed) C. H. MORRISON,
Recorder.

F.—Copy of Power of Attorney, Charles Lynch to John Adair, 10 Ap'l, 1807.

Know all men by these presents, that I, Charles Lynch, of Shelby county and State of Kentucky, for divers good causes and considerations me hereunto moving, have made, ordained, constituted, authorized and appointed Gen'l. Adair of Mercer county, and state aforesaid, to be my true and lawful attorney, to transport and finally settle all business for me within the territory of Orleans, upper Louisiana, on the Mississippi, and to settle all disputes that may arise under my purchase or claim to any part of a tract of land on the Ouachita, known as Baron de Bastrop's grant, to carry into effect or disannul all contracts heretofore made by me, to sue and be sued, to plead and be impleaded, to transfer, alienate, convey and receive conveyances for any part of said land, and finally to settle all matters relative thereto for me, as fully as myself might or could do if I was personally present. Given under my hand and seal this 10th day of April, 1807, and I do hereby ratify and confirm whatever the said John Adair may legally do in my name, appointing one or more attorneys under him.

Signed, sealed and delivered in presence of Enoch Randolph, Benj. W. Casen.

(Signed) CHARLES LYNCH. [SEAL.]

STATE OF KENTUCKY,
Mercer County, sct:

This day, the foregoing instrument of writing was proven before me to be the act and deed of Charles Lynch, by the oath of Benjamin W. Casen, a subscribing witness thereto, whereupon the same is admitted to record in my office. In witness whereof Thomas Allin, Clerk to the Court for the County aforesaid, have hereunto subscribed my name and affixed the seal of said County, this 13th day of April, 1807.

T. ALLIN,
County Clerk.

[SEAL.]

STATE OF KENTUCKY,
Mercer County, sct:

I, Thomas Freeman, Presiding Magistrate for the County aforesaid, do hereby certify, that Thomas Allin is clerk for the courts for said county, that the above certificate is in due form.

Given under my hand, this 13th day of April, 1807.

T. FREEMAN.

STATE OF LOUISIANA,
Parish of Ouachita:

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public in and for said Parish and State, do hereby certify that the within and foregoing is a true copy taken from the records of my office.

Given under my hand and seal of office on this 27th day of October, A. D., 1846.

(Signed) C. H. MORRISON,
[SEAL.] *Recorder.*

G.—Copy of Power of Attorney, Ed. Livingston to Aug. Davezac, 21 July, 1807.

Know all men by the presents that I, Edward Livingston, of the City of New Orleans, Counsellor at Law, have made and ordained and by these presents do make, ordain, constitute, authorize, and appoint Augustus Davezac, of said city, to be my true, certain, faithful attorney for me and in my name, and to and for my proper use and behoof, to locate, lay out, and divide the land at Ouachita, also to prosecute before the commissioners for the title; likewise attorney or attorneys under him to let, substitute, and again to revoke, and generally to do and to act and perform all other matters or things in and touching the premises requisite and necessary as full as might or could do if I were personally present; also to revoke all and every letters of attorney that on this subject I have heretofore granted, if he should think it necessary, said attorney or his substitutes shall legally do, or cause to be done in and touching the premises, in witness whereof, I hereunto set my hand and seal this 21st day of July, A. D. 1807.

Signed, sealed, and delivered in presence of Joachin Lozano, Laland Ferrier.

ED. LIVINGSTON. [SEAL.]

On the day of the date of these presents personally came and appeared before me, Peter Pedesclaux, Notary Public in and for the City of New Orleans, duly and by lawful authority admitted, commissioned, and sworn, residing in said city, Edward Livingston, Esq., and in my presence and in the presence of Lewis Laland Ferrier and Joachin Lozano, of New Orleans aforesaid, did sign, seal, and as and for act and deed deliver the following letter or power of attorney to and for the use, intent, and purpose therein mentioned and expressed. In testimony whereof, I, the said notary, have hereunto set my hand and notarial seal, at New Orleans aforesaid, in the territory of Or-

leans, on the 21st of July, A. D. 1807, and the 32d of American Independence.

P. PEDESCLAUX,
Notary Public.

[SEAL.]

STATE OF LOUISIANA,
Parish of Ouachita:

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public in and for said state and parish, do hereby certify that the within and foregoing is a true and correct copy taken from the records of my office.

Given under my hand and seal of office, on this 27th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

[SEAL.]

[For plat, see original, attached to p. 38.]

I certify, that the above plat represents Colonel Abraham Morehouse's part of the Baron de Bastrop's grant, situated on the waters of the river Ouachitas, Bayou Bartolomey, and the river of Boeuf, in the county of Ouachitas, and territory of Orleans, being part of a tract of land of twelve leagues square, ceded by the Spanish government to the said Baron de Bastrop, by a decree, dated the 21st June, 1796; and confirmed by a letter of office, date 18th June, 1797, a plat of the said land and certificate of survey from Don Carlos Trudeaux, the, then, surveyor-general of the province of Louisiana, was enregistered in the said surveyor-general's office, on the 14th June, 1797; and finally, by letters patent, in the name of Catholic Majesty, date the 25th June, 1797. I further certify, that on the 20th September, 1807, a division took place between the said Colonel Abraham Morehouse and Edward Livingston, Esq., the then proprietors of the said grant of twelve leagues square, by which division the said Abraham Morehouse became entitled to the part represented by the above figurative plan, and contains four hundred and twenty-six thousand acres, French measure, agreeably to the measure of Paris, will fully appear by their articles of agreement, recorded in the recorder's office, in the parish of Ouachitas, Henry Casady, deputy surveyor of county of Ouachitas. N. B.—The principal watercourses are laid down by actual survey.

REFERENCES.

Nos. 1, 2, 3, 4, 5, 6, 7, &c., the farm of Col. Morehouse and others, actual settlers at the Prairie mer Rouge.

Nos. 26, 27, 28, &c., the farms of the actual settlers, in the Prairie Jefferson.

Nos. 39, 40, 41, 42, and 43, the farms of the actual settlers on the Bayou Bartolomy.

Nos. 45, 46, and 47, farms on the Bayou Liard.

Nos. 48, 49, 50, and 51, lands sold in their respective situations.

Original delivered to Colonel Abm. Morehouse, the 26th April, 1809.

THOS. C. LEWIS.

TERRITORY OF ORLEANS.

County and Parish of Ouachita, sct.

I, Thomas C. Lewis, parish judge and public notary, in and for the county and parish aforesaid, do hereby certify, that Henry Casady, whose name is subscribed to the foregoing platt and certificate of survey, was, at the time of making and signing the same, deputy surveyor in and for the county of Ouachita, and that due faith and credit is and ought to be given to his official acts.

In testimony whereof, I have hereunto set my hand and affixed my private seal (no seal of office as notary being provided), this twenty-sixth day of April, eighteen hundred and nine. Recorded 26th April, 1809.

[SEAL.] THOS. C. LEWIS.

STATE OF LOUISIANA,

Parish of Ouachita.

I, Charles H. Morrison, parish recorder and ex-officio notary public, in and for said parish and state, do hereby certify, that the above and foregoing plat of survey and certificates, as are hereto annexed, by sealing with a wafer, are a true and correct copy, taken from the records of my office, not being able to find the original.

Given under my hand and seal of office, on this 24th day of October, 1846.

[SEAL.] (Signed) C. H. MORRISON,

Recorder.

I.—Copy of Power of Attorney, A. Morehouse to G. Y. Morehouse, 2d April, 1816.

Know all men, by these presents, that I, Abigail Morehouse, of Johnstown, in the State of New York, widow of Abraham Morehouse, and mother of Andrew Y. Morehouse, both of Louisiana, *died*, do, by these presents, constitute and appoint my well-beloved son, George Y. Morehouse, now of Mount Holly, in the State of New Jersey, and minister of St. Andrew's Church there, my true and lawful attorney in fact, for me and to my use to ask, demand, recover and take possession of all estates, real and personal, which of right belong to me, or coming or descending in any manner of ways to me from my said husband, or son Andrew, situate or being anywhere in said territories or State of Louisiana, and the said estates to manage and dispose of to and for my use and benefit, as under circumstances he, my said attorney, may deem most fit and prudent,

and attorney or attorneys for those purposes under him, to make and constitute, giving to him and them also, hereby, full powers to employ counsel at law, and agents, &c., to settle and compound, and pay off and adjust, all debts, and incumberances, and acquittances, releases and conveyances, to make and execute, and generally to act and to do in the premises all that I might do in the premises; the same being for my use in the proportions I may own in the same, and so I may not be made personally liable for any loss or damages by such act or acts of my said attorney or attorneys.

In witness whereof, I have hereunto set my hand and seal this second day of April, A. D., 1816.

In presence of—

ANDREW MITCHELL, and
MARY HASACK.

(Signed) ABIGAIL MOREHOUSE. [SEAL.]

STATE OF NEW YORK,
Montgomery County, sct.

Be it remembered, that, on the ninth day of May, in the year of our Lord, one thousand eight hundred and sixteen, personally appeared before me Robert Mitchell, a public notary in and for said county, Andrew Mitchell, one of the subscribing witnesses to execution of the within power of attorney, to me well known, who, being duly sworn on the Holy Evangelists of Almighty God, doth depose and say, the said Abigail Morehouse, to him well-known as the same person described in and mentioned as the grantor of and to the same power of attorney, duly executed the same to and for the use therein mentioned, and that he, this deponent, together with Mary Hasack, the other subscribing witness, did sign their names thereto as subscribing witnesses thereof; all of which is to me satisfactory evidence of the facts so deposed and sworn to.

In testimony whereof, I have caused the notarial seal to be hereunto affixed, and subscribed the same with my hands, at Johnstown, in the said State, the day and year above written.

(Signed) ROBERT MITCHELL, [SEAL.]
Public Notary.

By Daniel Tompkins, Governor of the State of New York, it is hereby certified, that Robert Mitchell, before whom the acknowledgment of the within power of attorney was, on the day of the date thereof, and at the present is, a notary public, in and for the State of New York, residing in the county of Montgomery, and that full faith may and ought to be given to his acts in the aforesaid capacity.

In testimony whereof I have caused the great seal of said State to be hereunto affixed at the City of Albany, the 25th day of May, in year of our Lord one thousand eight hundred and sixteen.

DANIEL THOMPKINS. [SEAL OF STATE.]

By order of his Excellency.

ARCHD. CAMPBELL,
Depy. Sct'y.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and Ex-officio Notary Public in and for said Parish and State, do hereby certify, that the within and foregoing is a true and correct copy, taken from the records of my office.

Given under my hand and seal of office on this 27th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

I. 2.—*Copy of Power of Atty., G. Y. & A. Morehouse to Wm. Griffith, and Power of Atty. of W. Griffith to J. Y. Griffith & R. S. Coxe, 9 Apl.* 1816.

This Indenture, made the ninth day of April, in the year of our Lord eighteen hundred and sixteen, between George Y. Morehouse of Mount Holly, in the State of New Jersey, Minister of St. Andrew's Church, and Abigail Morehouse of Johnstown, in the State of New York, of the first part, and William Griffith, Esq., of the City of Burlington, in the State of New Jersey, of the second part. Whereas, the said George Y. Morehouse and his mother the said Abigail Morehouse, widow of Abraham Morehouse decd., by virtue of conveyances, divers descents, or in other lawful manner, are entitled to divers lands and tenements, and real and personal estates, by, from or under the said Abraham Morehouse, decd., and Andrew Y. Morehouse son of the said Abraham Morehouse and Abigail aforesaid, and brother to the said George Y. Morehouse, situate, lying and being at Ouachita, or in other parts or parcels in the state or territories of Louisiana, as by reference to the proofs of their rights, titles and possessions may appear, and whereas, it is judged requisite by the said George Y. Morehouse, in his own right and by virtue of a power of attorney from the said Abigail his mother, parties of the first part, to place the estates real and personal, and all claims and demands concerning them under the management and direction of the said William Griffith, party of the second part, and more effectually to guard against the consequences of death, revocations of attorney, or other accidents, to convey to the said party of the second part, all the said premises, so that good titles, conveyances, settlements, releases, acquittances, and other lawful acts may be performed by the said party of the second part, for their use, according to their respective rights and interests. Now this indenture witnesseth, that the said George Y. Morehouse, in his own right, and the said Abigail, by him as her attorney in fact, afsd. parties of the first part, for the considerations

afsd., and for one dollar to them in hand paid by the party of the second part, have granted, conveyed and assigned, and by these presents, do grant, convey and assign unto the said William Griffith, party of the second part, all and singular the lands and tenements, hereditaments, real and personal estate afsd. of them, the said parties of the first part or either of them, situated in the State or territories of Louisiana as afsd., to have and to hold the said William Griffith, his heirs and assigns for ever; but this conveyance is upon this especial trust and confidence, that the said William Griffith, his heirs and assigns, may be enabled to obtain, recover, manage and settle the interests, estates and concerns of the said parties of the first or either of them in the premises as afsd. to the best of his judgment and ability to and for their use and benefit, respectively according to their several proportions in the same, and further, that the said party of the second part may, if necessary, or in his judgment most fit for the benefit of the first party by himself or attorneys under him duly constituted, sell and convey the said premises or any part thereof to and for the use of the parties of the first, according to their several interests and estates, on such terms, price, credits and security as the said party of the second part may deem just and prudent, always being accountable nevertheless to the said parties of first part, for the moneys, securities, lands, and estates, which may come to his hands or possession to be disposed of for them or either of them, as afsd., deducting and retaining only out of the same, the proportions equal to be allowed upon unto the said Wm. Griffith, his heirs, executors, administrators or assigns, provided that in this trust, the said Wm. Griffith, his agents, executors, administrators or assigns, acting faithfully according to the best of his or their ability or judgment, and are in no wise to be answerable for losses or damages to the said parties of the first part, their heirs, executors, administrators or assigns, and the said parties of the first part, do also by these presents make and constitute the said Wm. Griffith, their several and joint attorney in fact, in their or either of their name or his own, but to and for their use and benefit to ask, demand, sue for, recover and receive all debts, dues and demands which they or either of them may be entitled in the state or territories of Louisiana afsd., and receipts, releases, acquittances, to give agents and attorneys under him to make and appoint, hereby giving to him full power to act in our behalf, and ratifying whatever he shall lawfully do in the premises.

Witness our hand and seal, the year and day afsd.

GEORGE Y. MOREHOUSE. [SEAL.]
ABIGAIL MOREHOUSE. [SEAL.]

By her attorney in fact.

GEORGE Y. MOREHOUSE.

Sealed and delivered in presence of—
MARY GRIFFITH,
CHARLES H. WHATSON.

On this 15th day of July, in the year of our Lord one thousand eight hundred and sixteen, before me, Clement C. Biddle, Esqr., Notary Public, for the Commonwealth of Pennsylvania, duly commissioned and appointed, residing in the City of Philadelphia, personally came George Y. Morehouse, named in the annexed deed, in trust and letter of attorney, and acknowledged the same to be his act and deed and the act and deed of Abigail Morehouse as her attorney in fact.

In faith and testimony whereof, I the said Notary have hereto set my hand and affixed my notarial seal of office, the day and year last above written.

[SEAL.] CLEMENT C. BIDDLE,
Notary Public.

Whereas a certain deed of indenture, bearing date the ninth day of April, in the year of our Lord one thousand eight hundred and sixteen, was executed by and between George Y. Morehouse, of Mount Holly, in the State of New Jersey, and Abigail Morehouse, of Johnstown, in the State of New York, of the first part, and the subscriber, Wm. Griffith, of the City of Burlington and State of New Jersey, of the second part, by virtue of which the said parties of the first part conveyed and transferred to the said party of the second part, all the real and personal estate, belonging to them, derived from Abraham Morehouse and Andrew Y. Morehouse, of Louisiana, dec'd, situate, lying, and being in said State or Territories of Louisiana, at Ouachita or elsewhere, on certain tracts, particularly set forth and specified in the said deed of indenture; and whereas, also, under and by the said deed of indenture the said Wm. Griffith was and is authorized and empowered to appoint and make such attorney or attorneys, agents and others, for the purpose of duly performing and fulfilling the objects and designs of the said deed of trust, as by reference to the same will more fully appear. Now know all men by these presents, That I, Wm. Griffith, afsd., have appointed and constituted, and do by these presents constitute and appoint my son-in-law, Rich'd S. Coxe, Esq., and my son, John Y. Griffith, jointly and severally, my lawful attorneys in fact, for me and in my name, to ask for, demand, recover, and take possession of all the estates, real and personal, so conveyed and transferred to me under the said deed *deed* of indenture, and the said estates to manage and dispose of to and for the purposes and intents set forth in sd. deed, to sue for the same or any part or parts thereof, and so to act in the premises as to them shall seem most fit and prudent, and attorney or attorneys under them duly to appoint and constitute; and, in furtherance of the purposes afsd., to employ counsel and agents, to settle and compound, and pay off and adjust all debts and encumbrances, and acquittances, releases, and conveyances to make, execute, and deliver; and generally to act and to do in the premises all that I might lawfully do under authority

aſsd., hereby ratifying and confirming all their legal acts, in and about the same, in pursuance of the trust and objects aſsd.

In witness whereof, I have hereto set seal and delivered my hand and seal, this 15th day of July, 1816.

In presence of—
JOHN G. BIDDLE and
CLEMENT C. BIDDLE.

(Signed) WM. GRIFFITH. [SEAL.]

On this fifteenth day of July, in the year of our Lord one thousand eight hundred and sixteen, before me, Clement C. Biddle, Esq., Notary Public for the Commonwealth of Pennsylvania, duly commissioned and appointed, and by law authorized to receive the proof and acknowledgment of letters of attorneys, personally came Wm. Griffith, Esq., named in the above and foregoing letter of attorney, and acknowledged the same to be his act and deed.

In faith and testimony whereof, I have hereunto set my hand and notarial seal of office, the day and year last above written, in the City of Philadelphia.

[SEAL.] CLEMENT C. BIDDLE.

Pennsylvania, ss.

In the name and by the authority of the Commonwealth of Pennsylvania, Simon Snyder, Governor of said Commonwealth: to all whom *the* these presents shall come, sends greeting: know ye, that James Trimble, whose name is subscribed to the instrument of writing hereto annexed, was at the time of subscribing the same, *was* Deputy Secretary of the Commonwealth, and duly appointed and commissioned, and full faith and credit is and ought to be given to his official acts accordingly.

Given under my hand and the Great Seal of the State, at Harrisburg, this sixteenth day of July, in the year of our Lord one thousand eight hundred and sixteen, and of the Commonwealth the forty-first.

[SEAL OF THE STATE.] SIMON SNYDER.

By order of the Governor, JAMES TRIMBLE,
Deputy Secretary.

Extracts from the Executed Minutes of the Commonwealth of Pennsylvania:

Thursday, March 28th, 1816. Clement C. Biddle was this day appointed and commissioned a Notary Public within the Commonwealth, and, whilst he resides in the City of Philadelphia, to hold the said office during his good behaviour, and to supply the vacancy occasioned by the death of Charles G. Paleski, Esq.

6044

SECRETARY OF THE COMMONWEALTH'S OFFICE,
Harrisburg, July 16th, 1816.

I certify the foregoing to be a correct extract taken from the Executive Minutes kept in this office.

Witness my hand and seal, the day and year last mentioned.

JAMES TRIMBLE, [SEAL.]
Deputy Secretary.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder, and ex officio Notary Public in and for said parish and state, do hereby certify, that the within, foregoing, and hereto attached papers are true and correct copies taken from the records of my office.

Given under my hand and seal of office, on this 27th day of October, A. D. 1846.

[SEAL.] (Signed) C. H. MORRISON, *Recorder.*

J.—Copy of Power of Attorney, J. Y. Griffith to Bry & Lewis, 20th January, 1818.

To Henry Bry and Thomas C. Lewis, Esquires, or either of them, jointly and severally: whereas, by a certain deed or warrant of attorney from William Griffith, Esq., of the City of Burlington, in the State of New Jersey, trustee of all and singular the estates which were of Abraham Morehouse and Andrew Y. Morehouse, deceased, situate, lying, and being in the State of Louisiana or elsewhere, to Richard S. Coxe and John Y. Griffith, which warrant of attorney has been duly recorded and registered in the Office of the Parish Judge of the Parish of Ouachita, in the State of Louisiana aforesaid, reference being had for more particularity: the said Richard S. Coxe and John Y. Griffith, or either of them, are duly authorized and empowered to create, constitute, and appoint any attorney or attorneys in fact for the management and disposal of the said property.

Now know all men by these presents, that I, John Y. Griffith, by virtue of the power vested in me by the above mentioned letter or warrant of attorney, have constituted and appointed, and do by these presents constitute and appoint, Henry Bry and Thomas C. Lewis, Esquires, my attorney in fact, and the attorneys in fact of the said William Griffith, trustee as aforesaid, vesting them and each of them with full powers, created in and given me by the said letter of attorney above mentioned, and substituting them in my place as attorneys in fact for the management and disposition of the property aforesaid, hereby ratifying and confirming all their legal acts in the premises.

In witness whereof, I have hereto set my hand and seal this twentieth day of January, in the year of our Lord one eight hundred and eighteen. Sealed and delivered in presence of Thomas Henderson, Philip Sessions, John Y. Griffith.

Be it known, that on the day of the date hereof, before me, John Henderson, notary public in and for the Mississippi state, residing in the city of Natchez, by lawfull authority duly commissioned and sworn, personally came John Y. Griffith, whose name is subscribed and seal affixed to the foregoing letter or power of attorney, and acknowledged the same to be his act and deed for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at Natchez aforesaid, the twenty-eighth day of January, in the year of our Lord eighteen hundred and eighteen.

(Signed) JOHN HENDERSON,
Notary Public.

[SEAL.]

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Recorder and ex officio Notary Public in and for said Parish and State, do hereby certify that the above and foregoing is true and correct copy taken from the records of my office.

Given under my hand and seal of office, on this 27th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

K.—Copy of Deed of H. Bry and T. C. Lewis to George Hook, 16 July, 1819.

On this sixteenth day of July in the year 1819, before me, Oliver J. Morgan, Parish Judge, in and for the Parish of Ouachita in the State of Louisiana, and Public Notary ex officio in said Parish, personally came and appeared Henry Bry and Thomas C. Lewis, attorneys in fact for the trustees of the widow and heir of Abraham Morehouse, late of this Parish, dec'd, and of An. Y. Morehouse, dec'd, as will appear, reference being had to the several deeds of trust and powers of attorney relative thereto, duly recorded in archives of this Parish, who declared that for and in consideration of the settlement and extinction of several claims against the estate of A. Morehouse and Andrew Y. Morehouse, both dec'd aforesaid, either in favour of George Hook here present, and accepting or to him assigned to wit: several fee bills in sundry suits, seizure of land for taxes, &c., in favour of said Hook to the amount of one hundred seventy-eight dollars and fourteen cents and ¾, also Hugh White's account as allowed, amounting to five hundred and eighty dollars, also Mereweather's account, amounting to one hundred and thirteen dollars, amounting in all to seven hundred thirty-nine dollars and fourteen ¾ cents.

Have bargained, sold, conveyed, aliened, and confirmed unto said George Hook, and by these presents they do, acting as aforesaid,

bargain, sell, alien, and convey and confirm unto the said George Hook, his heirs and assigns, the tract of land hereinafter described, to wit: situated in the Prairie Jefferson, and known by the name of the Mount Tract, bounded as follows, to wit: Beginning at a sassafras post, corner of Jeremiah Griffus' land, thence with said Griffus' line south 400 poles to an oak and gum, thence west one hundred poles to an oak, thence north four hundred poles to a sassafras post in the Prairie, thence east one hundred poles to the beginning, containing four hundred acres. To have and to hold unto him the aforesaid George Hook, his heirs and assigns, the above described tract of land, with all and singular the appurtenances thereunto belonging or in any wise appertaining, and the aforesaid Henry Bry and Thomas C. Lewis, acting as attorneys in fact aforesaid, do hereby covenant and agree to and with aforesaid Hook, his heirs and assigns, that the trustees of the heirs of Morehouse aforesaid will warrant and defend the above described premises against the claim or claims of any person whatsoever.

In witness whereof, the said Henry Bry and Thomas C. Lewis, acting as aforesaid, have hereunto set their hands, the day and year first above written, and George Hook accepting the same in my presence and in the presence of John Smith, George Hamilton, Thos. C. Lewis, attorney in fact for Wm. Griffith, trustee of Morehouse's estate, H. Bry, attorney in fact for Wm. Griffith, trustee of Morehouse's estate, this 16th day of July, 1819.

OLIVER J. MORGAN,
Parish Judge.

[SEAL.]

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex officio Notary Public in and for said Parish and State, do hereby certify that the above and foregoing is a true and correct copy taken from the original on file and of record in my office.

Given under my hand and seal of office, on this 26th day of October, 1846.

[SEAL.]

(Signed) C. H. MORRISON,
Recorder.

L.—Copy of Deed: Jona. Morgan, Sheriff, to Philip Hook, 5th Aug. 1821.

Whereas, I, Jonathan Morgan, sheriff of the Parish of Ouachita and State of Louisiana, by virtue of a writ of fieri facias to me directed against the goods and chattels, lands and tenements of the heirs and representatives of George Hook, dec'd, at the suit of Elizabeth and Jane Hook, all that certain tract or parcel of land, lying in the Prairie Jefferson, known by the name of the Mount Tract, containing four hundred acres, more or less, and having exposed the

same to public sale according to law. The second and last exposure Philip Hook became the purchaser thereof for the price of ninety-five dollars, for which sum of ninety-five dollars he gave his bond, with Samuel Hook his security, payable twelve months from the date hereof, which I hereby acknowledge to have received.

Now therefore know all men by these presents that I, the said sheriff, do, in consideration of the above premises, and by virtue of the act in such cases made and provided, grant, bargain, sell, assign, and set over to the said Philip Hook, his heirs and assigns, all the above described tract of land in the Prairie Jefferson, containing four hundred acres, and all the right, title, interest on demand, which the said heirs and representatives of G. Hook, *deceased*, on the (2d) second day of April, 1821, or at any time since, had, in, and to said tract of land, or any part thereof, to hold the same to the said Philip Hook, his heirs and assigns for ever.

In testimony whereof, I have hereto set my hand and seal, this fifth day of August, in the year of our Lord, one thousand eight hundred and twenty-one, in the forty-eighth year of the Independence of the United States. Sealed and delivered in presence of witnesses, Andrew Lane, Moses H. Merrills.

JONA. MORGAN,
Sheriff P. Ouachita.

Accepted.

PHILIP HOOK.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public, in and for said parish and state, do hereby certify that the above and foregoing is a true and correct copy, taken from the original on file, and of record in my office.

Given under my hand and seal of office, on this 26th day of October, A. D. 1846.

[SEAL.]

(Signed) C. H. MORRISON,
Recorder.

M.—Copy of Deed, Phil. Hook to John H. Grice, 26th May, 1824.

On this twenty-sixth day of May, in the year one thousand eight hundred and twenty-four, before me, Oliver J. Morgan, Parish Judge in and for the parish of Ouachita, in the State of Louisiana, personally appeared Philip Hook, a resident of said parish, who declared and acknowledged, that for and in consideration of the sum of one hundred and sixty dollars, to him in hand paid, the receipt whereof is hereby acknowledged; hereby renouncing the plea of non enumerate pecunia, he has granted, bargained, sold, aliened and conveyed,

and confirmed, and does by these presents grant, bargain, sell, alien, convey, and confirm unto John H. Guice, also an inhabitant of said parish, the said party being also present and accepting, a certain tract or parcel of land lying, being, and situate in the parish aforesaid, in the Prairie Jefferson, known by the name of the Mount Tract, containing four hundred arpents of land, more or less, to have and to hold the said described tract of land, with all the privileges and advantages unto the same in anywise belonging or appertaining, unto the said John H. Guice's heirs, &c., and the said Philip Hook for himself, his heirs, doth covenant and agree with the said John H. Guice, his heirs, &c., to warrant and for ever defend the said described tract of land, against the claim of himself, his heirs, &c., and against the claim of all person or persons whomsoever.

In testimony whereof the parties have signed and acknowledged the present before me, the said Parish Judge, and in presence of R. C. Scott and Eli Harris, witnessed hereto required, who have also signed the date above written.

(Signed) PHILIP HOOK,
JOHN H. GUICE,
J. MORGAN,
Parish Judge.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public in and for said parish and state, do hereby certify that the within and foregoing is a true and correct copy, taken from the original on file and of record in my office.

Given under my hand and seal of office, on this 26th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

N.—Copy of Deed, Jno. H. Guice to H. M. Bry, 19th July, 1831.

On this nineteenth day of July, in the year of our Lord one thousand eight hundred and thirty-one, before me, Oliver J. Morgan, Parish Judge in and for the Parish of Ouachita, in the State of Louisiana, personally came and appeared Mr. John H. Guice, an inhabitant of said Parish of Ouachita, who declared and acknowledged that for and in consideration of the sum of one thousand dollars, to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, and sold, and by these presents doth grant, bargain and sell, alien, convey, confirm, and deliver unto Mr. Henry M. Bry, also of said parish, merchant, the said party being also present and accepting, a certain tract or parcel of land situated, lying, and

being in said parish, in the Prairie Jefferson, being the north half of the tract known by the name of the Mount Tract, which the said John H. Guice procured by purchase from Philip Hook, by deed bearing date 26th May, 1821, of record in the office of the said Parish Judge, which said north half contains the quantity of two hundred arpents, saving one acre, which the said Guice has donated for a public school lying in the northeast corner of said tract, which tract of land here conveyed embraces the plantation and premises which is at present occupied by Mr. Rodney Guice, to hold the same to the said Henry M. Bry, his heirs and assigns, to his and their only proper use and behoof for ever.

And the said John H. Guice, for himself, his heirs, &c., doth covenant and agree to and with the said Henry M. Bry, his heirs, &c., to warrant and for ever defend the premises hereby bargained and sold against himself, his heirs and assigns, and against the claim of all person or persons whomsoever.

In testimony whereof the parties hereto have signed the present before me, the said Parish Judge, and in presence of Samuel Klady and A. M. Grayson, witnesses hereto required, who have also signed the date above written.

(Signed) JOHN H. GUICE,
H. M. BRY,
SAML. KLADY,
A. M. GRAYSON.

Done before me.

OLIVER J. MORGAN,
Parish Judge.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public in and for said parish and state, do hereby certify that the above and foregoing is a true and correct copy taken from the original on file and of record in my office.

Given under my hand and seal of office on this 26th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

O.—Copy of Deed of John H. Guice to Levi Guice, 16th May, 1831.

On this sixteenth day of May, in the year of our Lord one thousand eight hundred and thirty-one, before me, Oliver J. Morgan, Parish Judge in and for the Parish of Ouachita, in the State Louisiana, personally came and appeared John H. Guice, Esquire, who declared and acknowledged that for and in consideration of the sum of three hundred dollars to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien,

convey, confirm, and deliver into Mr. Levi Guice, an inhabitant of said parish (the said party being also present and accepting), a certain piece, parcel or tract of land situated in said parish of Ouachita in the Prairie Jefferson, being the south half of a tract of four hundred arpens, known by the name of the Mount Tract, which the said John H. Guice procured by purchase from Philip Hook by deed bearing date the 26th May, 1824, of record in said parish judge's office; which said south half of said Mount Tract contains the quantity of two hundred arpens, embracing the plantation and premises where the said Levi Guice now resides, to hold the same to the said Levi Guice, his heirs, and assigns, for ever. And the said John H. Guice for himself, his heirs, and assigns, &c., doth covenant and agree to and with the said Levi Guice, his heirs, &c., to warrant and for ever defend the title of the above described, bargained, and sold premises, unto the said Levi Guice, his heirs, and assigns, against himself, his heirs, &c., and against all persons whomsoever.

In testimony whereof the parties to the following conveyance have signed their names heretofore me, the said judge, and in presence of Robert C. Lott, and Alfred M. Grayson, witnesses hereto required, who have signed the date above written.

(Signed) JOHN H. GUICE,
LEVI GUICE.

Attest: R. C. SCOTT,
A. M. GRAYSON.

Done before me,

OLIVER J. MORGAN,
Parish Judge.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public in and for said parish and state, do hereby certify that the above and foregoing is a true and correct copy taken from the original on file and of record in my office.

Given under my hand and seal of office on this 26th day of October, A. D. 1846.

[SEAL.]

(Signed) C. H. MORRISON,
Recorder.

P.—Copy of Deed of H. M. Bry to Levi Guice, 19th July, 1831.

On this nineteenth day of July, in the year of our Lord one thousand eight hundred and thirty-one, before me, Oliver J. Morgan, Parish Judge in and for the Parish of Ouachita, in the State of Louisiana, personally came and appeared Mr. Henry M. Bry, an inhabitant of the Parish of Ouachita aforesaid, who declared and acknowledged that for, and in consideration of the sum of one thousand dollars, to be paid in the manner hereinafter expressed, he has granted, bargained, and sold, and, by the presents, he doth grant, bargain, sell,

alien, convey, confirm, and deliver unto Mr. Levi Guice, also an inhabitant of said parish (the party being also present and accepting), a certain tract of land in said parish, in the Prairie Jefferson, being north half of a tract of land known by the name of the Mount Tract, which this declarant purchased this day from John H. Guice by deed bearing even date herewith, and which the said John H. Guice purchased from Philip Hook, by deed bearing date 26th May, 1824, of record in the office of the said parish judge; which said north half of said Mount Tract contains two hundred arpents, saving one acre, which said John H. Guice, donator to the public school in the north-east corner of said tract, to hold the same to the said Levi Guice, his heirs, and assigns, to their only proper use, benefit, and behoof for ever, and the said Henry M. Bry, for himself, his heirs, and assigns, doth covenant and agree to and with the said Levi Guice, his heirs, &c., to warrant and for ever defend the said tract of land against the claim or claims of himself, his heirs, and all person or persons whomsoever.

And the said Levi Guice for, and consideration of the tract of land herein conveyed, has obligated himself to pay to the said Henry M. Bry the said sum of one thousand dollars, his three several promissory notes in the following instalments, to wit: three hundred dollars of the first day of January, eighteen hundred and thirty-three, and five hundred dollars on the first day of January, eighteen hundred and thirty-four, to bear an interest at rate of ten per cent. per annum from date, until paid.

And to secure the payment of the said sum of one thousand dollars and the interest that may accrue thereon, the said Levi Guice doth hereby mortgage and hypothecate to the said Henry M. Bry, all the above described, bargained, and sold premises, together with one-half of the tract of land on which the said Levi Guice now resides, being the same which acquired by purchase from John H. Guice by deed bearing date 16th May, 1831, being the south half of said Mount Tract. It is hereby understood that the gin of the said Levi Guice is also mortgaged to secure the payment of said purchase-money, and that the line dividing the tract wherever the said Levi Guice now resides, must be run in such a manner as to include the gin on the mortgaged premises, and to connect the same with the said north half of said Mount Tract.

In testimony whereof the parties to the foregoing deed and mortgage have signed their names, before me, the said judge, and in presence of John H. Kellam, and Eli Harris, witnesses hereto required, who have also signed the date above written.

(Signed) H. M. BRY,
LEVI GUICE,
JOHN H. KELLAM,
ELI HARRIS.

Done before me.

OLIVER J. MORGAN, [L. S.]
Parish Judge.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and Ex-officio Notary Public in and for said parish and state, do hereby certify, that the above and foregoing is a true and correct copy, taken from the original deed on file, and of record in my office.

Given under my hand and seal of office, on this, 26th day of October, A. D. 1846.

[SEAL.]

(Signed) C. H. MORRISON,
Recorder.

Q.—Copy of Deed of Levi Guice to Robert H. Bowmar, 16th February, 1835.

Know all men by these presents that I, Levi Guice, of the Parish of Ouachita, in the State of Louisiana, have this day, for and in consideration of the sum hereinafter expressed, sold, conveyed, and delivered, and do, by these presents, hereby sell, alien, release, convey, and deliver to Robert H. Bowmar, also a resident of the aforesaid parish and state, who is here present, and accepts the same, the following described property, to wit: a tract of land situate in the Prairie Jefferson, in the said parish and state, called and known by the name of the Mount Tract, containing four hundred arpents more or less, bounded on the east side by lands owned by B. Hemkin, or, probably, B. Hemkin and H. Pargond, and formerly owned by Jeremiah Gieffing, now deceased, having a front on the base line, supposed to be ten arpents front, with the ordinary depth of forty, more or less, on which there is a dwelling-house, and other out houses, with a gin and various other improvements, also the stock of sheep, cattle, hogs, horses, and work oxen, with following exception: one yoke of yoke and chain, three horses. I also sell, as aforesaid, all the farming utensils and blacksmith tools, including one wagon, also all the cattle which I, the said Guice, purchased from Daniel Montague some time last year, also my stock as aforesaid, which I own in the said parish. For which, the said Bowmar pays to me, the said Guice, the sum of six thousand three hundred *three hundred* and seventy-two dollars and fifty cents, in the following manner, to wit: To Henry M. Bry, for which the land is mortgaged, one thousand dollars; to Harris, Wright & Co., of New Orleans, two hundred and four dollars and sixty-four cents; to H. Pargoud, of the Parish of Ouachita, one hundred and seventy-nine dollars; cash in hand, now paid, four hundred and nine dollars and sixty-four cents, the balance to be paid in three equal instalments, each due the 15th day of March, the first, for one thousand four hundred and eighty-five dollars, fifty-two and two-thirds cents, due the 15th day of March, 1836; the second, for the same amount, due one year after; and the third, one year after, for the sum of one thousand six hundred and eight dollars, two and two-thirds cents, with ten per cent. interest per annum, on each of said instalments,

from due till paid. The said Bowmar has executed his several promissory notes with even date with this instrument, to wit: one for one thousand two hundred, and one for two hundred and eighty-five dollars, fifty-two and two-thirds cents, for the first instrument, due the 15th day of March, 1836, one for one thousand and one hundred dollars, and one for three hundred and eighty-five dollars, fifty-two and two-thirds cents, due the 15th day of March, 1837, and one note for six thousand six hundred and eight dollars, two and two-thirds cents, due the 15th day of March, 1838, with interest expressed in each at ten per cent., from due till paid. And the to secure the payment of the full and entire consideration of premises aforesaid, does for ever warrant and defend the title of the land and premises so sold against himself, his heirs, and all persons claiming under or through him, but from the claim of no other person whatever; and the said Bowmar, acknowledging himself to be well acquainted with the title of the said Guice, accepts the same as it is; and the said Guice does hereby transfer to and subrogate in all his rights against his vendors, and those previously having sold the land, and all persons previously owning the *owning the* same which he has now, or may hereafter have. From the certificate of the register of mortgages of this date, it appears, that the land herein expressed, that is, the south half of the same, is mortgaged to Henry M. Bry, to secure the payment of one thousand dollars, with interest, from the 19th day of July, 1831, at ten per cent. per annum until paid, the last date, as aforesaid, being the date of the mortgage. Done and passed before me, Lewis F. Lanny, Parish Judge in and for the Parish of Ouachita, in the State of Louisiana, in presence of R. F. M. Guice and Ephraim K. Willson, subscribing witnesses hereto, who have signed the same, with the parties above, at Monroe, in the Parish of Ouachita, in the State of Louisiana, this, 7th day of February, one thousand eight hundred and thirty-five. In full faith whereof, I have signed my name, and affixed my seal of office, the date above written.

(Signed) LEVI GUICE,
ROBERT H. BOWMAR.

Witnesses,
E. K. WILLSON,
R. F. MAGUIRE,

[L.S.]
LEVI F. LANNY,
Parish Judge.

STATE OF LOUISIANA,
Parish of Orleans.

I, Charles H. Morrison, Parish Recorder and Ex-officio Notary Public in and for said parish and state, do hereby certify, that the within and foregoing deed is a true and correct copy, taken from the original on file and of record in my office.

[SEAL.] Given under my hand and seal of office on this 26th day of October, A. D., 1846.

(Signed) C. H. MORRISON,
Recorder.

4050.

R.—Copy of Deed: Stevens, Sheriff, to P. G. Oliver, 27 July, 1839.

Whereas I, James H. Stevens, Sheriff in and for the parish of Ouachita, in the state of Louisiana, by virtue of a writ of seizure and sale in favour of Levi Guice, *vs.* Robert H. Bowmar, and three writs of fieri facias, one in favour of Edward Friend *vs.* Robert H. Bowmar, the 2d in favour of Joseph H. D. Bowmar *vs.* Robert H. Bowmar, the 3d in favour of Bernard Henkin *vs.* Robert H. Bowmar, to me directed, from the seventh judicial District Court, in and for said parish and state, did seize a certain tract of land situated in the Prairie Jefferson in said parish, containing four hundred arpents, more or less. And the same tract which the said R. H. Bowmar acquired by purchase from said Levi Guice on the 16th February, 1835, as will appear by the records of the office of the parish judge of said parish, and having advertised the same for sale by posting up advertisements in English and French at the Court House door, and two other public places in said parish, for more than thirty days before the sixth day of July, 1839, did, on that day, in pursuance of said advertisements, offer said land at public sale upon the premises, when no one would give two-thirds of the appraisement thereof. Whereupon, I again advertised the same by posting up advertisements in English and French at the Court House door, and two other public places in said parish, sale to take place on a credit of twelve months, conditioned according to law, and upon the said 24th day of July, 1839, I offered the same for sale in conformity to the advertisements upon a credit of twelve months, after reading in an audible voice a certificate of the Recorder of Mortgages for said parish, from which it appears that said land stands mortgaged to Levi Guice, to secure the payment of its purchase money for $5962 86, by act of mortgage dated 16th of February, 1835, of which amount the present seizure, in favour of Levi Guice and of Edward Friend, constitutes a part; said land and a number of slaves and other property was mortgaged by said Robert H. Bowmar on the 8th day of July, 1837, to Charles L. Abercrombie, to secure the payment of $10,135 08, with ten per cent. interest thereon from the 18th of May, 1837, and the following judicial mortgage inscribed upon all the property of Robert H. Bowmar, viz: a judgment in favour of Hypolite Pargoud *vs.* Robert H. Bowmar, for $739, with interest and costs, inscribed 14th October, 1837; judgment in favour of Joseph H. D. Bowmar *vs.* Robert H. Bowmar, for $3600, inscribed 27th March, 1838, and interest and costs; judgment of Bernard Henkin *vs.* Robert H. Bowmar, inscribed 28th March, 1838, for $4506 62, with interest and costs; judgment of Brander McKenna & Wright *vs.* Robert H. Bowmar, for $5499 79, with interest and costs, inscribed 5th October, 1838. Whereupon, after due proclamation, Peter G. Oliver became the purchaser thereof for the sum of four thousand dollars, and executed his bond with James Woodburn, John V. Robertson and John Warfield, as his securities at twelve months from date, with

interest at the rate of ten per cent. thereon from date, until paid, in favour of Levi Guice, for the sum of five hundred and fifty-one dollars and ninety-nine cents, and in favour of Edwin Friend for the sum of fifteen hundred and thirty-nine dollars and seventy-three cents, with interest as aforesaid, and claimed the right of retaining the balance of his bid, nineteen hundred and eight dollars and twenty-eight cents, in his hands, to satisfy the (concurrent) mortgages in favour of Levi Guice as per the certificate above referred to, and there being nothing to satisfy the subsequent mortgages, they are hereby cancelled.

In consideration whereof, I, the said Sheriff, do these presence sell, transfer, and deliver unto the said Peter G. Oliver, his heirs and assigns forever, all the rights, titles, interest, claim and demand which the said Robert H. Bowmar has, or ever had, in and to said premises and everything thereunto belonging. Provided, however, the said land and premises is to remain specially mortgaged and hypothecated to secure the payment of said bonds and the interest that may accrue thereon, in favour of said Levi Guice and said Edwin Friend, until said bonds are fully paid and satisfied.

In testimony whereof I hereunto sign my name officially at my office, in the town of Monroe in said parish, on this twenty-seventh day of July, one thousand eight hundred and thirty-nine.

(Signed) JAMES H. STEVENS,
Sheriff.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Recorder and ex-officio notary public, in and for said parish and state, do certify that the above and foregoing deed to be a true and correct copy, taken from the record of my office, not being able to find the original after diligent search among the papers of the same.

[SEAL.] Given under my hand and seal of office on this 4th day of January, A. D., 1847.

(Signed) C. H. MORRISON,
Recorder.

S.—Copy of Deed: Stevens, Sheriff, to Jas. Woodburn, 27th Ap'l. 1841.

Whereas, I, James H. Stevens, Sheriff in and for the parish of Ouachita, in the State of Louisiana, by virtue of a writ of fi. fa. to me directed, from the seventh District Court for said parish, at the suit of Levi Guice *vs.* Robert H. Bowmar, I did seize all that tract of land situated in the Prairie Jefferson, known as the Mount Tract, containing four hundred arpents, more or less, which land was voluntarily pointed out to me by William F. Oliver, to relieve James Woodburn from the liability as security on a twelve months bond, which written surrender I hereto attach and make a part of this

deed, and after having advertised the same for sale according to law, by posting copies of advertisement at the Court House door, and two other places in the parish and delivering one to the Editor of the Monrol Olive Branch, for more than thirty days before the 27th day of April, 1841, to wit, from the 23d day of March, to be sold on that day for cash, and on that day, to wit, 27th day of April, 1841, I offered the property at the Court House door in the town of Monroe, after first reading, in an audible voice, the certificate of mortgages, and it appearing that there was no mortgages existing against the property of William T. Oliver, be being the owner of the property by virtue of his purchase at a former sheriff's sale, and having then complied with his bid and paid into my hands the amount bid, as will more fully appear endorsed on my return in the cases of C. Friend and Levi Guice *vs.* Robert H. Bowmar, and subsequently he pointed out to me the same property to be sold to satisfy this writ, and after I had proclaimed the conditions of sale according to law, James Woodburn became the purchaser in the sum of five hundred dollars, cash; and it being the highest and last bid, and he complying with his bid and paid the sum of five hundred dollars in cash, wherefore I adjudged the property to him. Now, therefore, know all men by these presents, that I, said sheriff, do, in consideration of the above, and by virtue of the laws in such cases made and provided, grant, bargain, and sell to the said James Woodburn, his heirs and assigns, all the right, title, and interest which William T. Oliver has in and to the same, to have and to hold to the said James Woodburn, his heirs and assigns forever.

In testimony whereof, I have this day signed my name, by virtue of my office and the laws in me vested, at my office, in the town of Monroe, this 27th day of April, A. D. 1841.

JAMES H. STEVENS,
Sheriff.

MONROE, *March* 17th, 1841.

J. H. STEVENS, ESQ.

Dear Sir—You can advertise the Prairie Plantation for sale instead of Mr. Woodburn's property; the place to be given up to the purchaser 1st of January next; and as you have given me no deed, you can make the deed to the purchaser, and it will be good.

Respectfully yours,

WM. T. OLIVER.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Recorder and ex-officio Notary Public, in and for said Parish and State, do hereby certify that the above and foregoing is a true and correct copy taken from the original on file and of record in my office.

Given under my hand and seal of office, on this 28th day of October, A. D. 1846.

[SEAL.] (Signed) C. H. MORRISON,
Recorder.

T.—Copy of Deed; James Woodburn and Wife to Harrison and Duvall, 19 Dec. 1846.

JAMES WOODBURN and SUSAN WOODBURN, his wife, to THOS. P. HARRISON and A. Y. HAWKINS DUVALL. } Deed.

STATE OF LOUISIANA,
Parish of Morehouse.

Personally appeared before me, James F. Bell, duly commissioned Recorder in and for said Parish and State, James Woodburn and Susan Woodburn, his wife, Thomas P. Harrison, and A. Y. Hawkins Duvall, all of the said Parish and State, and the said James Woodburn and Susan Woodburn declared and acknowledged that they *had* granted, bargained, sold, and delivered, and do by these presents hereby grant, bargain, sell, and deliver unto the said Thomas P. Harrison and A. Y. Hawkins Duvall, their right, title, interest, claim, and demand in and to a certain tract or parcel of land lying and being in Prairie Jefferson, in said Parish of Morehouse, containing four hundred acres, more or less, known by the name of the Mount tract, being the same tract purchased by James Woodburn at sheriff's sale, on execution, in the case of Levi Guice *vs.* Joseph H. Bommar, in the District Court of Ouachita, on the 27th day of April, 1841, and being also the same tract on which the said Harrison and Duvall now resides, to have and to hold to the said Harrison and Duvall, their heirs and assigns for ever, together with all the improvements and appurtenances whatever appertaining and belonging to said land.

The consideration of the above sale is the sum of two thousand five hundred dollars lawful money of the State of Louisiana, paid and secured to be paid before the delivery hereof.

And the said Susan Woodburn being examined separately, apart, from and out of the hearing of her husband, the said James Woodburn, acknowledged that she transfers all her right, title, interest, claim, and demand either of dower, community, interest, or any other right or title she may have or claim, and that she does the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her said husband or through fear of his displeasure.

The parties to this act dispense with the production of the certificate of mortgages, and exonerate Mr. Recorder from all the liabilities as contained in Article 3328 of the Civil Code of Louisiana.

In testimony whereof, the names in presence of Samuel Robertson and William Colbert, witnesses, together with me, the said Recorder, this 19th day of December, 1846.

JAMES WOODBURN,
SUSAN WOODBURN,
THOS. P. HARRISON,
A. Y. HAWKINS DUVALL.

Witnesses:
SAMUEL ROBINSON,
WILLIAM COLBERT.

The words "whereof and William Colbert" interlined.

James F. Bell, Recorder, and ex-officio Notary Public.

I hereby certify the above and foregoing to be a true copy on record and of file in my office, in Notarial Book A. folios 126 and 127, on the same day of filing.

In testimony whereof, I hereto sign my name and affix my seal of office, on this 21st day of December, A. D., 1846.

[SEAL.] JAMES F. BELL,
Recorder.

Second. Six Documents. Title to Lot No. 1, of 500 arpents.

Deed of Abraham Morehouse to Joseph Bowman, 9th July, 1805.

Know all men by these presents, that I, Abraham Morehouse, of the county of Ouachita, in the territory of Orleans, for a valuable consideration, as well as the sum of one dollar now in hand, paid by Captain Joseph Bowmar, of the army of the United States, the receipt of which dollar I do hereby acknowledge and for ever acquit, have granted, bargained, and sold, and by these presents do grant, bargain, sell and confirm unto the said Joseph Bowmar, his heirs and assigns for ever, a certain tract of five hundred acres of land, lying in and adjoining the prairie Jefferson, in the concession of twelve leagues square in this county, made by the King of Spain to the Baron de Bastrop; the said tract being known by Lot No. 1 (one), in a survey of five thousand acres made in and adjoining the said prairie, and divided into ten equal lots; the said tract of five hundred acres being a part of ten acres fronting Lot No. 2, and running back fifty acres. To have and to hold the said tract of land unto the said Joseph Bowmar, his heirs and assigns, to the only proper use and behoof of the them, the said Joseph Bowmar, his heirs and assigns for ever.

In testimony whereof, I have hereunto set my hand and seal, at Ouachita, this 9th day of July, 1805.

(Signed) A. MOREHOUSE. [SEAL.]

Signed, sealed and delivered in the presence of
W. H. MEARS,
FEMAS ARMAS.

Certified before me, Ch. de Paulmier D. Anemours, judge of the County Court of Ouachita, by Abram Morehouse in person, the signer and sealer of the within deed of conveyance, and he acknowledges it to be his voluntary act and deed, whereby the same is ordered to be recorded.

Ch. D. P. D. ANEMOURS.

Ouachita, July 9th, 1805.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, parish recorder and ex-officio notary public, in and for said parish and state, do hereby certify the above is a true and correct copy taken from the original, on file and of record in my office.

Given under my hand and seal of office on this 27th day of October, A. D., 1846.

[SEAL.] (Signed) C. H. MORRISON,
Recorder.

Partition; Mary C. Abercrombie to Robt. H. Bowman, 15th May, 1837.

STATE OF LOUISIANA,
Parish of Concordia.

Be it remembered, that on this fifteenth day of May, A. D., eighteen hundred and thirty-seven, before me, William L. Poindexter, a notary public in and for said parish, duly commissioned and sworn, and in presence of the witnesses hereinafter named, and undersigned, personally came and appeared Mary Caroline Bowman, of Adams County, in the State of Mississippi, duly authorized and assisted herein by her husband, Charles T. Abercrombie, of said county and state, who declared and said, that for the consideration hereinafter mentioned and expressed, she hath granted, bargained, sold, conveyed and confirmed, and by these presents doth grant, bargain, sell, convey, confirm and relinquish unto Robert H. Bowman, of the parish of Ouachita, in this State, and to his heirs and assigns for ever, a certain tract of land situated in said parish of Ouachita, containing five hundred acres, lying in and adjoining the Prairie Jefferson, in the concession of twelve leagues square, made by the King of Spain to the Baron de Bastrop, the said tract being known by Lot No. One, in the survey of five thousand acres, made in and adjoining the said prairie, and divided into ten equal lots: the said tract of five hundred acres having a front of ten acres, facing Lot No. Two (2), and running back fifty acres, and being the same tract, *and being the same tract* of land sold and conveyed to Joseph Bowmar, by Abraham Morehouse, by conveyance, dated ninth day of July, 1805.

To have and to hold unto the said Robert H. Bowman, together with the appurtenances, and to his heirs and assigns for ever, free from the claim or claims of all persons whomsoever, lawfully claiming or to claim the same.

And the said Bowmar declared that, whereas he and the said Mary Caroline Abercrombie inherited the said above described tract of land as the sole heirs and representatives of the said Joseph Bowmar:

Now, therefore, in consideration of the full conveyance by the said Mary Caroline Abercrombie, of the tract of land herein mentioned and described, to him the said Robert H. Bowmar, he doth hereby transfer, convey and relinquish unto the said Mary Caroline Abercrombie, and to her heirs and assigns for ever, his, the said Robert H. Bowmar's full and entire interest, possession and ownership in and to the following mentioned and described tract of land, inherited by the said Robert H. Bowmar and Mary Caroline Abercrombie, of the said Joseph Bowmar, as aforesaid, viz.; all that certain tract of land, situate in the said parish of Ouachita, and containing six hundred and sixty-six and two-thirds acres of land, being a part of the three thousand acres of land which C. Lynch conveyed to G. T. Ross, by indenture bearing date 19th day of July, 1805. The said six hundred and sixty-six and two-thirds acres, beginning at a marked white oak, on the southeast bank of the Bayou Bartholomew, about one hundred poles above the termination of the bridge of Prairie Hills, which run nearly parallel with said Bayou, and northwardly about four leagues from the prairie, running south 55 degrees, east five hundred and twenty poles. Thence north fifty-five degrees, west five hundred and thirty-four poles to the said Bayou, thence down the Bayou Bartholomew, with the meanders of the same, to the beginning; being the same land sold and conveyed to the said Joseph Bowmar by George T. Ross, together with all and singular the buildings, improvements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto the said Mary Caroline Abercrombie, and to her heirs and assigns for ever, from the claims of all persons whomsoever, lawfully claiming or to claim the same; and the said Robert H. Bowmar and the said Mary Caroline Abercrombie, duly authorized and assisted by her husband, Charles S. Abercrombie, declare that they accept this act with all its clauses, and waive and dispense with the exhibition of the certificate of the recorder of mortgages for said parish of Ouachita, as to any mortgage against the foregoing mentioned and described property, and do release me, the said notary, from all liability in passing this act without the production of the same.

Done and passed at my office, in the town of Vidalia, the day, month and year first herein written, in presence of William T. Proud and David S. Stacy, legal and competent witnesses, residing in the

parish, who have signed this act with the said appearers and me, the said notary.

(Original signed)

MARY C. ABERCROMBIE, C. S. ABERCROMBIE,
ROBERT H. BOWMAR, W. T. PROUD,
D. S. STACY.

WM. L. POINDEXTER,
Not. Pub.

I certify the foregoing to be a true copy of the original, on file in my office.

In testimony whereof, I have hereto set my hand and the seal of my office, at Vidalia, this 19th May, A. D., 1837.

[L. S.] W. L. POINDEXTER,
Not. Pub.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Recorder and ex officio Notary Public in and for said Parish and State, do certify that the above and foregoing is a true copy of the act, between Mary Caroline Abercrombie and Robert H. Bowmar, as it stands recorded in my office.

Given under my hand and seal of office,
[SEAL.] at the town of Monroe, on this 2d day of January, A. D. 1847.

(Signed) C. H. MORRISON,
Recorder.

Deed.—T. C. Scarborough, Sheriff, to Robt. F. McGuire, 24th Dec. 1838.

WILLIAM H. WHITE
vs.
ROBERT H. BOWMAR.

STATE OF LOUISIANA,
Parish of Ouachita.

Be it remembered, that on the 24th day of Dec., A. D., 1838, I, Thomas C. Scarborough, sheriff of said Parish, proceeded to offer for sale at public auction, the following described property for cash, to the last and highest bidder, to wit: A tract of land lying in Prairie Jefferson in said Parish, containing four hundred acres, lying on the south side of the base line, being the west side of lot No. One of a survey of four thousand acres made in and adjoining said Prairie, and divided into equal lots, being a lot acquired by said Bowmar by an inheritance from the estate of his father, deceased. The said property belonging to Robert H. Bowmar, and having been levied upon by me, said sheriff, under a writ of fieri facias issued from the District Court in and for the Parish of Ouachita, in pursuance of judgment obtained by William H. White *vs.* said Robert H. Bow-

4057.

mar, and having been advertised in English and French according to law for thirty days previous to said state, to wit: from the 21st day of November to the 22d day of December, A. D. 1838, when Robert F. McGuire of this parish of Ouachita became the purchaser thereof for the sum of two hundred and fifty dollars, as the last and highest bidder.

Now wherefore I, the said sheriff, do hereby adjudicate, grant, and convey to the said Robert F. McGuire all the right, title, and interest in and to the above described property, according to the laws now in force in relation to the forced alienation of property by sheriff, it appearing by the certificate of the register of mortgage produced and read before the sale, hereto attached and made a part hereof, there is several mortgages but all posterior in date to the judicial one under which this sale is made, therefore in accordance with law, I hereby cancel all others on this property.

In testimony whereof, I, the said sheriff, have hereunto signed my name, together with the said party, in presence of John Ray and Squire W. McCluer, who have all signed, the day and date above written.

(Signed) JOHN RAY,
S. W. McCLUER,
THOS. C. SCARBOROUGH, *Sheriff.*
R. F. McGUIRE.

Certificate of Mortgages.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Lewis F. Laney, Parish Judge and ex-officio Recorder of Mortgages in and for the Parish of Ouachita, State of Louisiana, do hereby certify that there are the following mortgages on the property of Robert H. Bowmar in said Parish, to wit:

1st. A special mortgage in favour of Levi Guice for the sum of $6372 50 on a tract of land in the Prairie Jefferson, bearing date 16th February, 1825.

2d. A special mortgage in favour of C. S. Abercrombie for the sum of $10,135 80, on a tract of land containing five hundred acres adjoining the Prairie Jefferson, also another tract of land containing 400 acres adjoining the above mentioned tract, known as the Mount tract; also the following negroes, Grigg, aged thirty-eight years, Warren 25, Charles 25, Peter 23, Henry 19, Preston 2, William 2, Charity 19, Malinda 18, and her child 6 mos., Priscillia 20, Daphne 25, Charlotte 25, Polly Ann 21, Criey Ann 21, and her child 6 mos., bearing date 8th July, A. D. 1837.

3d. A judicial mortgage in favour of William White, for the sum of $1820, with interests and costs. Recorded on the 1st April, A. D. 1837.

4th. A judicial mortgage in favour of H. Pargoud, for the sum of

$739, with interest and costs. Recorded on the 14th October, A. D. 1837.

5th. A mortgage in favour of J. H. D. Bowmar, for the sum of $3600, with interest and costs. Recorded on the 27th March, A. D. 1848.

6th. A judicial mortgage in favor of B. Hempkin for the sum of $4506 62, with interest and costs, recorded on the 28th March, A. D. 1838.

7th. A judicial mortgage in favor of Brander McKenna and Wright, for the sum of $5491 79, recorded on the 5th of October, A. D. 1838.

In faith whereof, I hereunto signed my name and affixed my seal of office, on this 22nd December, A. D. 1838.

[L. S.] LEWIS F. LAMY,
Parish Judge.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Charles H. Morrison, Parish Recorder and ex-officio Notary Public, in and for said Parish and State, do hereby certify that the above and foregoing deed and certificate are true and correct copies taken from the original on file and of record in my office.

[SEAL.] Given under my hand and seal of office on this 26th day of October, A. D. 1846.

C. H. MORRISON,
Recorder.

Deed: John L. Wilson, Shff. to Robt. F. McGuire, 27 Jany., 1839.

WILLIAM H. WHITE
vs.
ROBERT H. BOWMAR.

STATE OF LOUISIANA,
Parish of Ouachita.

Be it remembered that I, John L. Wilson, Deputy Sheriff in and for said parish, proceeded to offer for sale at public auction at the Court House door on the day of January, 1839, the following described property, for cash, viz.: one hundred acres more or less, lying in Prairie Jefferson, in said parish, being upon the east side of, and being the balance of the tract of five hundred acres, known as the Bowmar tract, the above described property belonging to Robert H. Bowmar, and having been seized on by me, said Deputy Sheriff, by virtue of a writ of fieri facias, issued on a twelve months' bond, from seventh Judicial District Court, in and for said Parish, at the suit of William H. White *vs.* Robert H. Bowmar, the same having been previously advertised by me for more than thirty days by posting up advertisements in French and English according to law, whereupon Robert

F. McGuire became the purchaser thereof for cash, for sum of one hundred and fifty dollars, he being the last and highest bidder, wherefore, in accordance with the adjudication made by me, I hereby sell, transfer and deliver unto the said Robet F. Mc Guire, all the right, title, interest, claim and demand of the said Robert H. Bowmar, in and to the above described premises and appurtenances and it appearing from the certificate of the Register of Mortgages, that there are no mortgages anterior to that of the seizing creditor and the amount of the sale not having satisfied his demand, I hereby cancel all the posterior ones, so far as the present purchaser is concerned.

In testimony whereof, I have hereto signed my name with the purchaser, this twenty-seventh day of January eighteen hundred and thirty-nine.

JOHN L. WILSON, *Dy. Sheriff.*
R. F. McGUIRE.

STATE OF LOUISIANA,
Parish of Ouachita:

I Charles H. Morrison, parish recorder, and ex-officio notary public, in and for said parish and state, do hereby certify that the above and foregoing is a true and correct copy, taken from the original on file and of record in my office.

Given under my hand and seal of office, on this 26th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

Deed:—Robert F. McGuire to Hawkins Duvall, 5th January, 1846.

STATE OF LOUISIANA,
Parish of Ouachita:

Before me, Thomas C. Scarborough, Parish Judge, ex-officio notary public, and recorder of mortgages, personally came Robert F. McGuire, resident of said parish, and Hawkins Duvall, resident of the parish of Morehouse, and the said McGuire declared and acknowledged that for and in consideration of the sum of fifteen hundred dollars, to him to be paid twelve months after the date, by the said Hawkins Duvall, for which he has executed his promissory note corresponding and bearing even date herewith, with interest, at eight per cent. per annum, from due until paid, under the condition that the payment thereof may be put off for three years from due, by paying the interest at commencement of each year in advance, which note is identified herewith by the paraph ne varietur and signature of me, said judge and notary, he the said McGuire hereby sells, transfers, and delivers, to said Duvall a certain tract or parcel of land containing five hundred acres, more or less, situate, lying, and being in, and adjoining the Prairie Jefferson in the parish of Morehouse, known as lot No. 1, (one), in a survey of five thousand acres, laid off by Abraham Morehouse, and being the same land which this vendor acquired

by purchase at sheriff sale, in the parish of Ouachita, under an execution in the name of William H. White vs. Robert H. Bowmar, four hundred acres thereof, on the 24th December, 1838, and the balance, one hundred, on the 27th January, 1839, and the same land inherited by said Robert H. Bowmar, who acquired it by purchase from Abraham Morehouse, on the 9th day of July, 1805, the land being in what is known as the Bastrop grant, to have and to hold unto the said Hawkins Duvall, his heirs and assigns for ever, free from all incumbrance, done by the said McGuire, his heirs or assigns; but the said McGuire does not warrant the title against person but himself, his heirs and assigns, and only transfers such title as he acquired by virtue of said sheriff sales, hereby subrogating the purchaser to all the rights which he acquired thereby upon preceding owners, and vendors, and the said Hopkins Duvall accepts the same under this limitation of warrantee, declaring himself well acquainted with the title, and that there is a doubt in relation to it, and he takes the risk thereof, in acquiring the property at much less than its real value, with an undoubted title; the said Duvall further declares, that in making this purchase, he makes it for the benefit of himself and Thomas P. Harrison, who may, by an act of acceptance, make himself a joint partner herein, and the better to secure the payment of the purchase-money, the said land is to remain mortgaged, and hypothecated, and affected, until the final payment thereof, with interest and costs that may accrue thereon, said Duvall binds himself not to alienate or incumber said land and premises to the prejudice of this mortgage.

In testimony whereof, the parties hereto sign their names, in presence of Ephraim R. Wilson, and Richard L. Cawthorn, legal and competent witnesses, hereto required, and lawful age, residing in the parish, who have also signed with the parties and me, said judge and notary, this 5th day of January, one thousand eight hundred and forty-six.

(Signed) R. F. McGUIRE,
HAWKINS DUVAL.

Witnesses:
E. K. WILLSON,
P. L. CAWTHORN.

In full faith whereof, I hereto affix my official seal,
[SEAL.] F. C. SCARBOROUGH,
Parish Judge.

STATE OF LOUISIANA,
Parish of Ouachita:

I, Charles H. Morrison, parish recorder, and ex-officio notary public, in and for said parish and state, do hereby certify, that the above and foregoing deed is a true and correct copy, taken from the original on file and of record in my office.

[SEAL.] Given under my hand and seal of office, on this 26th day of October, A. D. 1846.

(Signed) C. H. MORRISON,
Recorder.

Acceptance:—Thomas P. Harrison, to Hawkins Duvall, 19 Dec. 1846.

STATE OF LOUISIANA,
Parish of Morehouse:

Personally appeared before me, James F. Bell, parish recorder, in and for said parish of Morehouse, state aforesaid, Thomas P. Harrison, of said parish, who declared and acknowledged, that whereas, Hawkins Duval, (who is also present for the purpose hereinafter expressed), did, on the fifth day of January, 1846, by Act passed before Thomas C. Scarborough, Parish Judge, in and for the parish Ouachita, purchased and acquired from Robert F. McGuire, of said parish, a certain tract or parcel of land, containing five hundred acres, more or less, situate, lying and being in and adjoining the Prairie Jeffifferson, in the Parish of Morehouse, and known as lot No. one, in a survey of five thousand acres, laid off by Abraham Morehouse, and more particularly described in said deed, from said McGuire to the said Duvall, herein referred to, which said purchase was made for the joint benefit of this declarant and said Hawkins Duval, that he does hereby accept said joint purchase, made as aforesaid, and does hereby acknowledge himself equally bound with said Duvall, for the purchase money, and that they owe the same jointly and in common, and the said Hawkins Duvall, for and in consideration of said acceptance, and the said Harrison agreeing to pay one half of the purchase-money of said land, does hereby grant, transfer, and deliver, to the said Thomas P. Harrison, his heirs and assigns, one undivided half interest in and to said tract or parcel of land, herein transferring to the said Harrison, such title as he acquired by virtue of said purchase.

The parties to this act disp with the production of the certificate of mortgages, and exonerate me, Recorder, from all the liabilities as contained in Article 3328 of the Civil Code of Louisiana.

In testimony whereof, the parties to this act hereto sign their names, in presence of Samuel Robertson and Mason Dawson, witnesses hereto required, together with me, the said Recorder, on this 19th day of December, 1846.

THS. P. HARRISON.
HAWKINS DUVALL.

Witnesses—
SAMUEL ROBERTSON.
MASON DAWSON.
JAMES F. BELL, *Recorder and ex officio Notary Public.*

I hereby certify the above and foregoing to be a true and correct copy, on file and of record in Notarial Book A, folios 127 and 128.

In testimony whereof, I hereunto sign my name and affix my seal of office, on the date of the signing and filing.

[SEAL.] (Signed) JAMES F. BELL, *Recorder.*

[For plats, see originals attached to page 88.]

I, Andrew B. Clack, duly appointed and qualified Parish Surveyor for the Parish of Morehouse and State of Louisiana, do hereby certify, that at the request of Messrs. Harrison & Duvall, of said parish and state, owners and proprietors of lots Nos. 1 and 3, commonly known as the Bowmar and Mount tracts of land, surveyed and laid down by William Thomas, in the year 1804, in and near the Prairie Jefferson, state and parish aforesaid, and embraced within the limits of the grant of land commonly kown as the Bastrop grant, after duly qualifying Parham Buford and Lewis Clack, persons of lawful age, and experienced as chain-bearers, have surveyed said lots of land, and do certify, that the above plats are true and correct plats of said survey.

I also certify, that I found the lines of said survey all well marked and designated by ancient marks on the trees, and most of the corners still perfect, and where they have disappeared, I have marked the corners at the intersection of the marked lines, as designated in said map or plat.

In testimony whereof, I have hereunto affixed my private seal, having no seal of office, this 16th day of April, A. D. 1849.

[SEAL.] (Signed) ANDREW B. CLACK,
Parish Surveyor for the Parish of Morehouse, La.

[For map, see original attached to page 88.]

B. B. Copy of Oath of Jno. L. Wilson, as Dy. Sheriff.

Thomas C. Scarborough, Sheriff of the Parish of Ouachita, presented John L. Wilson as Deputy Sheriff, who took the oath prescribed by law, to wit:

I, John L. Wilson, do solemnly swear, that I will support the Constitution of the United States; and further, I, John L. Wilson, do solemnly swear, that I will faithfully and impartially discharge and perform all the duties incumbent on me as Deputy Sheriff of the Parish of Ouachita aforesaid, and that I will truly and faithfully perform the duties imposed on the principal sheriff of said parish, according to the best of my abilities and understanding, according to the rules and regulations of the constitution and the laws of the state. So help me God.

JOHN L. WILSON.

Sworn and subscribed before me, in open court, this 22d May, A. D. 1838.

LEWIS F. LAMY, *Parish Judge.*

STATE OF LOUISIANA,
Parish of Ouachita.

I, Samuel Allen, Clerk of the Twelfth Judicial District Court for the parish and state aforesaid, do hereby certify the foregoing to be a true and correct copy of the original oath, taken from the Minutes of the Parish Court, on record in my office.

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In faith hereof, I have hereunto subscribed my name and affixed the impress of the seal of said court, on this 13th day of April, A. D. 1849.

SAMUEL ALLEN, *Clerk.*

C. C. W. N. White vs. *R. N. Bowmar. Transcript of Proceedings of Seventh Jud. Dist. Court.*

To the Honourable, the Judge of the Seventh Judicial District Court, in and for the Parish of Ouachita, in the State of Louisiana:

The petition of William H. White, a resident of the City of New Orleans, in said state, with respect showeth, that Robert H. Bowmar, a resident of the Parish of Ouachita, in said state, is justly indebted to him in the sum of eighteen hundred and twenty dollars, beside interest: in 1834, at Natchez, said Bowmar made, executed, and signed (signed Robt. H. Bowmar) his promissory note, or writing obligatory, to and in favour of Danl. B. Egan or order, payable twelve months after date thereof, and payable and negotiable at the Planter's Bank of the State of Mississippi, with interest at the rate of ten per cent. per annum from date until paid, renouncing plea or offset. Said note was regularly endorsed by the payee, Danl. B. Egan, demanded and protested according to law, at the place of payment. Said note and protest is hereto annexed for greater certainty. Your petitioner avers that he is the legal owner thereof, and that he has made amicable demand of the said Robert H. Bowmar, who acknowledged the debts, and promised to pay the same to your petitioner, but has hitherto failed to pay or any part thereof.

Wherefore your petitioner prays your Honour to cause said Robert H. Bowmar to be cited to appear at the next term of your honourable Court, and compelled, by a judgment and decree thereof, to pay to your petitioner the aforesaid sum of eighteen hundred and twenty dollars, with interest, damages, costs of protest, and costs of this suit, and for general relief, As in duty bound, &c.

(Signed) R. F. McGUIRE,
Attorney.

Petition filed 25th February, 1837.

WM. P. SNOW,
Deputy Clerk.

By reason of the law and evidence being in favor of the plaintiff, and by the further reason of the confession of the defendant in open Court, it is ordered, adjudged, and decreed that he recover from the defendant the sum of one thousand eight hundred and twenty dollars, with interest thereon at the rate of ten per cent. per annum from the 7th day of February, 1834, until paid, and costs of suit, with a stay of execution hereon, until the 10th of May next.

Done and signed in open Court, this 30th day of March, 1837.

E. H. WILLSON,
Judge 7th District.

STATE OF LOUISIANA.

To the Sheriff of the Parish of Ouachita, greeting:

We command you that you demand from Robert H. Bowmar, the sum of one thousand eight hundred and twenty dollars debt, with interest thereon at the rate of ten per cent. per annum, from the 7th day of February, 1834, until paid, and also the sum of twenty-one dollars sixty-two and a half cents costs which William H. White lately recovered by judgment of the Seventh District in and for the Parish of Ouachita, and if he shall not pay the same on demand, that then you cause the said to be made out of the personal estate of the said Robert H. Bowmar, except slaves in your Parish, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of the said Robert H. Bowmar, exclusive of slaves, cannot be found in your Parish, that then you cause the said sum to be made out of the real estate and slaves of the said Robert H. Bowmar, in your Parish whereof he was owner on the 30th day of March, in whose hands soever the same may have come; but if sufficient moveable or immoveable property or slaves of the said Robert H. Bowmar cannot be found in your Parish, that then you cause said sum to be made of the rights and credits of the said Robert H. Bowmar, in your Parish, and that you have those moneys before our said Court, to render to the said William H. White, for the judgment aforesaid, in seventy days from the date thereof, together with this writ.

Witness the Honourable E. H. Willson, Judge of the said Court, this eighth day of July, in the year of our Lord one thousand eight hundred and thirty-seven.

WM. P. SNOW,
Deputy Clerk.

WILLIAM H. WHITE
vs.
ROBERT H. BOWMAR. } Fi. fa.

Debt,	$1820 00
Interest,	647 63
Clerk's costs,	11 62½
Plaintiff's tax fee,	10 00
Sheriff's costs,	58 50
	$2546 75

Received, July 10th, 1837, at 11 o'clock, A. M., and on the 18th of the same month, seized on a track of land pointed out by the defendant, situate in the Prairie Jefferson, containing four hundred acres lying on the south side of the base line being the west of lot No. One in a survey of four thousand acres made in and adjoining said Prai-

rie, and divided into equal lots, being the same which said Bowmar derived by inheritance from his father, and now occupied in part as his plantation in said Prairie, said land having a front of eight acres on the base line, and running back for quantity, and advertised the same in French and English, according to law, for sale on the 13th day of August, for cash; and on that day no person would give the amount required by law; and then re-advertised the same on the 20th day of August on a credit of twelve months, and on that day Robert H. Bowmar became the purchaser, being the highest and last bidder for the same for the sum of twenty-five hundred and forty-six dollars and seventy-five cents, he giving his obligation with A. D. Peck and Eden D. Garrett his securities, bearing ten per cent. interest from the day of sale until paid, which bond is with the execution herein returned, this 28th day of August, A. D. 1837.

THOMAS C. SCARBOROUGH,
Sheriff.

Ret'd October 30th, 1838.

THE STATE OF LOUISIANA,

To the Sheriff of the Parish of Ouachita, greeting:

We command you that you demand from Robert H. Bowmar, A. D. Peck, and E. D. Garrett, the sum of twenty-five hundred and forty-six dollars seventy-five cents debt with per cent. interest from 28th day of August, 1837, until paid, and also the sum of one dollar eighty-seven cents costs, which William H. White lately recovered by judgment of the District Court in and for the Parish of Ouachita, and if they shall not pay the same on demand that then you cause the said sum to be made out of the personal estate of the said Robert H. Bowmar, A. D. Peck, and E. D. Garrett, except slaves in your Parish, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of the said Bowmar, Peck, and Garrett, exclusive of slaves, cannot be found in your Parish, that then you cause the sum to be made out of the real estate and slaves of the said Bowmar, Peck, and Garrett in your Parish, whereof they were owners on the 28th day of August, 1837, in whose hands soever the same may have come; but if sufficient moveable or immoveable property or slaves of the said Bowmar, Peck, and Garrett cannot be found in your Parish, that then you cause said sum to be made of the rights and credits of the said Bowmar, Peck, and Garrett in your Parish; and that you have those moneys before our said Court, to render to the said Wm. H. White, for the judgment aforesaid, in seventy days from the date hereof, together with this writ.

Witness the Honourable E. H. Wilson, Judge of the said Court, this 7th day of November, in the year of our Lord one thousand eight hundred and eight.

THOMAS C. KELLAM,
Deputy Clerk.

WILLIAM H. WHITE
vs. } Fi. fa.
BOWMAR, PECK, and GARRETT.

Debt, - - - - - - - - - -	$2546 75
Interest,	
Costs of this writ, - - - - - -	1 87
Sheriff,	

This execution is issued on a twelve months' bond, and the property seized under it shall be sold for whatever it will bring in cash.

THOS. C. KELLAM,
Dy. Clerk.

Received, Nov. 18th, 1838, 4 o'clock, P. M., and on the 27th of the same month, seized on a negro woman named and her three children, about 28 years old, also a negro man named Warner, 18 years old, a negro man named, , about 28 years old, and one hundred acres of land, more or less, which property sold for three thousand two hundred dollars, this writ is returned satisfied.

JNO. L. WILLSON.
D. Sheriff.

Ret. 9th April, 1839.

STATE OF LOUISIANA.

I, Samuel Allen, Clerk of the 12th District Court, for the parish and state aforesaid, do hereby certify the foregoing and next preceding three pages contains a true and correct copy of the original petition and judgment thereon, and also true and correct copies of the two executions and the endorsements thereon, in suit No. 842, entitled Wm. H. White *vs.* Robt. H. Bowmar, on file and of record in my office.

Given under my hand and seal of office, on this 9th day of April, A. D. 1849.

SAMUEL ALLEN,
Clerk.

D. D.—E. & J. Hook vs. Heirs of G. Hook, transcript of proceedings of 7 Jud. Dist. Court.

To the Honourable Oliver J. Morgan, Parish Judge, in and for the Parish of Ouachita inthe State of Louisiana.

The petition of Elizabeth Knox and her husband Robert J. Knox, and of Jane Hook, who sues by the advice of a family meeting, by her curator ad litem, Philip Hook, all of the Parish aforesaid, most respectfully represents unto your Honour that George Hook deceased and Mary Morrison deceased, were lawfully intermarried in the

State of Louisiana, that during the existence of said marriage community, they acquired by their joint efforts and industry a large property, both real and personal, that the said Elizabeth and Jane were born of the said Mary, to the said George, during the said marriage community, and became by law their legitimate heirs. That the said Mary, mother of the said Jane and Elizabeth, departed this life about the year 1804, when the said Elizabeth and Jane, as heirs of their said mother, became entitled to the one half of the acquests and gains of said community, that the said George exercised over them, from the death of their mother, until his death, about the first of November 1820, his right of natural tutor, and had the use, possession and enjoyment of the property which they inherited from their mother, that he disposed of much of their estate, and received on account of their mother, large sums for which he, and since his death, his succession, has became liable to account to them, his property being tacitly mortgaged, therefore by the legal operation of law, your petitioner further represents unto your Honour, that the said George, whilst acting as natural tutor of the said Elizabeth and Jane, disposed of property that they had acquired by donation and contract to a large amount, which he, and since his death his succession, is also accountable, and for the payment of which his property is also mortgaged. Your petitioners also further represent to your Honour, that after the death of their mother, the said George purchased large property, both lands and negroes, with the funds of the said community, one half of which had become by inheritance, the property of the said Elizabeth and Jane, and which gave to them the one half of the property or interest in said purchases.—Your petitioners further represent to your Honour, that since the death of the said George Hook, not only all of his succession, but also all of the property inherited by the said Elizabeth and Jane, has been sold by the Parish Judge of said Parish, under the advice and pursuant to the directions of a family meeting.—Your petitioners further represent, that after the death of their mother, the said George intermarried with Eleanor Morehouse, by whom he had three children, to wit: Laura, Julia and George, who are represented by the said Eleanor as their natural tutrix.

The premises considered, your petitioners pray your Honour, that the said Eleanor may be cited before your Honourable Court at the next term thereof, to answer hereto, and that by the judgment thereof, that the said minor heirs, Laura, Julia and George, may be compelled to a partition of the estate of the said George Hook, deceased, and his first wife Mary, or the said Elizabeth and Jane in right, as her heirs, and that the succession of the said George may be made liable for all of the moneys or property of the said Elizabeth and Jane that came into his hands or that have been sold by the Judge, that they recover agreeably to the value of such property as have been sold, as the same cannot be claimed in return,—and that their privilege be secured to them and paid out of the first moneys that will fall

due to the succession of the said George, and your petitioners will ever pray.

J. THOMAS,
Att'y.

By reason of the law and evidence being in favour of the plaintiffs, it is ordered, adjudged and decreed that they recover of the defendants, the sum of four thousand eight hundred and eighty-five dollars and fifty cents, with judicial interest at the rate of five per cent. per annum from the 2d of April, 1821, the day of the judicial demand, until paid, with costs of suit to be taxed.—The said amount of four thousand eight hundred and eighty-five dollars and fifty cents, with interest, and the costs to be made in the due course of administration, reserving to the plaintiffs their privilege on the estate for the payment thereof.

OLIVER J. MORGAN,
Judge of Probates.

THE GOVERNMENT OF THE STATE OF LOUISIANA,

To the Sheriff of the Parish of Ouachita, greeting.

We command you, that you demand from the legal representatives of George Hook, dec'd, the sum of four thousand eight hundred and eighty-five dollars and fifty cents, with five per cent. interest on that amount, from the second day April, 1821, until paid, with the costs to be taxed, which Elizabeth and Jane Hook lately recovered by judgment of the Probate Court, and they shall not pay the same after demand.—Whereof, that then you cause the same to be made out of the personal estate of the succession of the said George Hook, dec'd, except slaves in your parish, if sufficient personal property, exclusive of slaves, can be found therein, but if sufficient personal estate cannot be found in your parish, that then you cause the said to be made out of the real estate and slaves of the estate of the said George Hook, decd., in your parish, which belongs to the said succession, and that you have those moneys before our said court, to render to the said Elizabeth Hook, wife of James K. Knox, for the judgment aforesaid.

Witness, Oliver J. Morgan, Judge of the said Court, this sixth day of May, 1823.

OLIVER J. MORGAN,
Parish Judge.

1823, May 7th. Received, at 9 o'clock, A. M., and on the 30th day of May, 1823, seized a land (given up by the plaintiff) for four thousand three hundred acres of land in Bastrop's grant, to be located in four lots of five hundred and thirty-seven and a half acres each, being one half, and the other half to be laid off in two equal parts of one thousand and seventy-five acres each, making the aforesaid quantity of four thousand three hundred acres, which land was given by

4060

A. Y. Morehouse to Andrew Latting for the aforesaid quantity of land on the 21st day of April, eighteen hundred and fourteen, and by said Latting transferred to Geo. Hook, on the 6th day of July, 1818, which quantity of land, by virtue of said land, I did seize, (being directed to do so by the plaintiff's attorney,) and offered the same to public sale, on the fourteenth day of July, 1823, and not bringing two-thirds of the appraised value, the same was again exposed to public sale, on the thirty-first day of July, 1823, being the second and last sale, whereupon, John Hughes became the purchaser thereof, for the sum of fifty dollars, for the payment of which sum of fifty dollars, with five per cent. interest, the said purchaser has given bond with Nicholas Moore, his security, payable in twelve months from the date hereof, which bond is herewith returned, and the said bond for the land so sold, is given up to the purchaser, for the purpose of enabling him to make the location of said land, there being no other title on record: and on the said above mentioned 30th day of May, 1823, seized on a tract of land, in the Prairie Jefferson, pointed out by the plaintiff's attorney, containing four hundred acres, called the Mount tract, and having exposed the same for sale according to law, on the fourteenth day of July, 1823, and no person bidding two-thirds of its appraised value, it was again advertised and offered for sale, on the thirty-first day of July, 1823, on a credit of twelve months, when Philip Hook became the purchaser thereof, for the price of ninety-five dollars, for which he gave his bond, at five per cent. interest, with Samuel Hook, his security, payable on the 31st day of July, 1824, which bond is herewith returned.

JONA. MORGAN,
Sheriff.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Samuel Allen, Clerk of the 12th District, for the Parish and State aforesaid, do hereby certify, the foregoing and the annexed three pages contain a true and correct copy of the original petition, judgment, execution, and sheriff's return thereon, in the suit of Elizabeth and Jane Hook vs. the heirs of George Hook, on file and of record in my office.

Given under my hand and seal of office, on this 16th day of April, A. D. 1849.

[SEAL.] SAMUEL ALLEN,
Clerk.

E. E.—Levi Guice vs. R. H. Bowmar, copy of Bond, Execution, and Return.

Twelve months after date, I, Peter G. Oliver, as principal, and James Woodburn, John V. Robertson and John Warfield, as his sure-

ties, promise to pay to Levi Guice or order the sum of five hundred fifty-one dollars ninety-nine cents, with interest, at the rate of ten per cent per annum, thereon, from this date until paid, as witness our hands, this 24th July, 1839.

The condition of the above obligation, is such, that, whereas, Peter G. Oliver this day became the purchaser, at public sale of a tract of land, known by the name of the Mount Tract, in the Prairie Jefferson, containing four hundred arpents more or less, for the sum of four thousand dollars, which land was seized as the property of Robert H. Bowmar, under writs of fieri facias, issued from the District Court for the Parish of Ouachita, in favour of Levi Guice and Edwin Friend, and for which said land was mortgaged.

Now, if the said Oliver, or his securities, shall well and truly pay said Guice the aforesaid sum or his heirs, or assigns, then this obligation to be null, else to remain in full force and virtue.

P. G. OLIVER,
JAMES WOODBURN,
JOHN V. ROBERTSON,
JOHN WARFIELD,

Signed in my presence—
JAMES H. STEVENS, *Sheriff.*

THE STATE OF LOUISIANA,

To the Sheriff of the Parish of Ouachita, greeting.

We command you, that you demand from Peter G. Oliver, as principal and James Woodburn, John V. Robertson, and John Warfield, his securities, the sum of five hundred fifty-one dollars ninety-nine cents debt, with ten per cent. interest, per annum, from the 24th day of July, 1839, and also the sum of one dollar sixty-two and a half cents costs, which Levi Guice lately recovered by judgment of the 7th District Court, in and for the Parish of Ouachita, and if they shall not pay the same on demand, that then you cause the said sum to be made out of the personal estate of the said Peter G. Oliver, James Woodburn, John V. Robertson, and John Warfield, except slaves in your parish, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of the said Peter G. Oliver, James Woodburn, John V. Robertson, and John Warfield, exclusive of slaves, cannot be found in your parish, that then you cause the said sum to be made out of the real estate and slaves of the said Peter G. Oliver, James Woodburn, John V. Robertson, and John Warfield in your parish, whereof, they was owner, on the 24th day of July, 1839, in whose hands soever the same may have come; but if sufficient moveable or immoveable property, or slaves of the said Peter G. Oliver, James Woodburn, John V. Robertson, and John Warfield cannot be found in your parish, that then you cause the said sum to be made of the rights and credits of the said Peter G. Oliver, James Woodburn, John V. Robertson, and John Warfield, in your parish; and

that you have those moneys before our said court, to render to the said Levi Guice for the judgment aforesaid, in seventy days from the date hereof, together with this writ.

Witness, the Honourable E. H. Wilson, Judge of the said Court, this 29th day of December, in the year of our Lord, one thousand eight hundred and forty.

S. W. M'CLURE,
Dep. Clerk.

Received, December 29th, 1840, at 9 o'clock, A. M., and on the 27th day of January, 1841, I seized of four hundred arpents of land, situated in the Prairie Jefferson, known as the Mount Tract, containing four hundred arpents, to satisfy this and an execution in favour of Edwin Friend; and advertised the same for sale, according to law, by posting advertisements at three different public places, one at the court-house door in Munroe, for more than thirty days, before the 6th day of March, 1841, and on that day, I repaired to the plantation and offered the same for cash, to satisfy two writs of fi: fa: both issued on twelve months bonds and after reading in an audible voice the certificate of mortgage and proclaiming the sale, William T. Oliver became the purchaser, and paid to me, the sum of twenty-five dollars in cash, and it being the only bid, he became the purchaser, and I adjudicated the property, and the Friend debt being the oldest, I credited the twenty-five dollars on that writ; I then seized on five thousand arpents of land, situated on the Bayou Bartholomew, and one other tract of land situated in the Prairie Merrange, the property of John V. Robertson, one of the sureties on the twelve months' bond, but previous to the day of sale, John V. Robertson filed an injunction and prevented my further proceedings; I then seized one negro man, the property of James Woodburn one of the securities, and William F. Oliver voluntarily pointed out the same tract of land which he purchased in this same case, on the former sale, by handing me a list in writing, and I then advertised the same land with James Woodburn's negro Jim, which I advertised according to law, from the 23d of March to the 27th day of April, 1841, more than thirty days, and on that day, I offered the land first according to law, when James Woodburn became the purchaser in the sum of five hundred dollars cash, and I adjudicated the property to him, he then paid the balance of this writ in cash and stopped the sale of the negro man Jim, by paying the full amount of this writ and stopped the sale of the negro as to Edwin Friend, by serving an injunction on me, on the day of sale, whereupon, I return this writ satisfied.

JAMES H. STEVENS,
Sh'ff

STATE OF LOUISIANA,
Parish of Ouachita.

I, Samuel Allen, Clerk of the 12th District Court, do hereby certify, the

foregoing and next preceding two pages contain a true and correct copy of the original twelve months' bond, given in the suit of Levi Guice vs. Robert H. Bowmar, and also the execution and sheriff's return thereon on file and on record in my office.

Given under my hand and seal of office, on this 18th day of April, A. D. 1849.

[SEAL.]

SAMUEL ALLEN, *Clerk.*

FF.—C. S. Abercrombie vs. R. H. Bowman, Copy of Petition, Order of Seizure and Return.

To the Honourable, the Judge of the Seventh Judicial District Court in and for the Parish of Ouachita and State of Louisiana.

The petition of Charles S. Abercrombie, residing in the City of Natchez, in the State of Mississippi, with respect avers, that Robert H. Bowmar, residing in said Parish of Ouachita, is justly indebted to him in manner following, to wit: on the 18th May, 1837, said Robert H. Bowmar made, executed, and signed (signing his name Robert H. Bowmar,) his promissory note or writing obligatory, whereby he bound himself to pay on the 20th day of July, then next, to your petitioner or order, at the office of the Parish Judge of the Parish of Ouachita, ten thousand one hundred and thirty-five dollars, and eight cents, with ten per cent. interest from date until paid, which note is hereto annexed as evidence. Your petitioner further avers, that, upon the same date, (18th May, 1837,) said Robert H. Bowmar made and signed an act of mortgage, by authentic act, passed before William L. Poindexter, a Notary Public in and for the Parish of Concordia and State of Louisiana, whereby he mortgaged and hypothecated to and in favour of your petitioner, and to secure the payment of said note and interest, two certain tracts or parcels of land lying in said Parish of Ouachita, in the Prairie Jefferson, together with the farming tools, stock, and sixteen slaves thereon; all of which will more fully appear by a duly certified copy of said act of mortgage hereto annexed, which has been duly recorded thereon by Lewis F. Lanny, Parish Judge. Your petitioner further avers, that said note has been amicably demanded at the place of payment at maturity, as will appear by a legal protest hereto annexed as evidence. Wherefore, your petitioner prays your Honour to grant him an order of seizure, to cause said mortgaged property to be seized and sold, to satisfy said debt, together with the interest thereon and costs of suit, with six dollars costs of protest, and for general relief in conformity to law as in duty bound, &c.

R. F. M'GUIRE,
Attorney.

4162

Order of Seizure.

STATE OF LOUISIANA,
Parish of Ouachita.

Let an order of seizure and sale issue, according to the prayer of the petitioner, of the property, as contained in the act of mortgage, referred to in and accompanying the petition requesting the said order. And it is ordered, that the sheriff proceed after the notices required by law, to seize and sell a sufficient quantity of the aforesaid property in the hands of the defendant, to pay the plaintiff the sum of ten thousand one hundred and thirty-five dollars, and eight cents, six dollars, the costs of protest, and the costs of these proceedings, with ten per cent. interest on the first amount per annum, from the 18th day of May, 1837, till paid.

Done in chambers, this 24th day of July, 1837.

E. H. WILLSON,
Judge Seventh District.

Writ of Seizure and Sale.

THE STATE OF LOUISIANA,

To the Sheriff of the Parish of Ouachita, greeting:

Whereas Charles S. Abercrombie, residing in Natchez, in the State of Mississippi, has filed in the Office of the Clerk of the Seventh District Court for the Parish of Ouachita, a petition in writing, stating, that on the 18th day of May, 1837, Robert H. Bowmar made, signed, and executed his promissory note, wherein he bound himself to pay to the said Abercrombie, on the 20th day of July then next, at the Office of the Parish Judge of the Parish of Ouachita, ten thousand one hundred and thirty-five dollars and eight cents, with ten per cent. interest from date (to wit), the 18th May, 1837; that on the same day, to wit, on the 18th May, 1837, the said Robert H. Bowmar made and signed an act of mortgage, by authentic act passed before William L. Poindexter, a Notary Public for the Parish of Concordia, in the State of Louisiana, whereby, in order to secure the payment of the aforesaid sum of money, to wit, ten thousand one hundred and thirty-five dollars and eight cents, with ten per cent. interest from the 18th May, 1837, the said Robert H. Bowmar mortgaged and hypothecated, with the force and effect of a judgment confessed, the following property, to and in favour of the said Abercrombie, his heirs and assigns, to wit: a track of land, situated in the Parish of Ouachita, containing five hundred acres, lying in and adjoining the Prairie Jefferson, in the concession of twelve leagues square made by the King of Spain to Baron de Bastrop, the said track being known by lot No. one in the survey of five thousand acres made in and adjoining said prairie, and divided into ten equal lots, having a front of ten acres facing lot

No. 2, and running back fifty acres, and being the same track of land sold and conveyed to the said Bowmar by Mrs. Mary Caroline Abercrombie; also, another tract of land, containing the quantity of four hundred arpents, adjoining the above mentioned tract on the east side, and being the same track of land that is known by the Mount track, and purchased by the said Bowmar from Levi Guice; also, all and singular the buildings, rights, and privileges and appurtenances thereunto belonging; also, the following mentioned and described negroes, settled and employed upon said plantation, to wit: Grigg, a man, aged about 28 years—Warren, a man, aged about 25 years—Charles, a man, aged about 25—Peter, a man, aged about 23—Henry, a man, aged about 19 years—Preston, a boy, aged about 2 years—William, a boy, aged about two years—Charity, a woman, aged about 19 years—Malinda, a woman, aged 18 years, and her child, aged six months—Precilla, a woman, aged 20 years—Daphine, a woman, aged 25 years—Charlotte, a woman, aged 25—Pollyann, a woman, aged 21 years—Crecyann, a woman, aged 21 years, and her child, aged six months; also, sixteen head of horses and mules, the stock of hogs and cattle, and farming utensils of every description; and that the said note is now due and unpaid. And whereas it hath been ordered by the judge of the court aforesaid, that the mortgaged property be seized and sold to satisfy the plaintiff's demand.

Now, therefore, you are hereby commanded to seize and sell the above described property, or so much thereof as will satisfy the said debt, to wit: ten thousand one hundred and thirty-five dollars and eight cents, with ten per cent. interest thereon from the 18th May, 1837; also six dollars costs of protest; also the sum of thirteen dollars and fifty cents, of these proceedings, according to law; and make return of this writ in seventy days from the date hereof.

Witness, the Honourable E. K. Willson, Judge of the said Seventh Judicial District Court, for the Parish of Ouachita, this 24th day of July, A. D. 1837.

WM. P. SNOW, *Dy. Clerk.*

Endorsed on the back of the writ of seizure and sale—

Charles S. Abercrombie vs. Robert H. Bowmar. } Order of seizure.

Debt	$10,135.08
Interest	
Clerk's cost	3.50
Plaintiff's tax-fee	10.00
Sheriff's cost	

Rec'd, July 26th, 1837, at 5 o'clock P. M., and seized the property specified in the within order of seizure, to wit; five hundred acres of land, situated in Prairie Jefferson, in the Parish of Ouachita; also, another track of land, containing four hundred arpents; also, the fol-

lowing named negroes, to wit: Grig, a man, Warren, Peter, Henry, Preston, William, Charity, Malindy, Precilla, Daphne, Charlotte, and sixteen head of horses and mules, the stock of hogs and cattle, and also the farming utensils, and advertised said property for sale.—The sale was stopped by an injunction.

THOS. C. SCARBOROUGH, *Sheriff.*

STATE OF LOUISIANA,
Parish of Ouachita.

I, Samuel Allen, Clerk of the 12th District Court, do hereby certify the foregoing and next preceding three pages contains a true and correct copy of the original petition, and order of seizure and sale, and sheriff's return, on file and of record in my office.

Given under my hand and seal of office, on this 17th day of April, A. D. 1849.

[SEAL.] SAMUEL ALLEN, *Clerk.*

GG.—Bernard Hunker vs. *R. H. Bowman. Copy of Petition, Judgment, Execution, and Return.*

To the Honourable, the Judge of the District Court, holding sessions in and for the Parish of Ouachita, State of Louisiana:

The petition of Bernard Hempkin, of said parish, with respect represents, that Robert H. Bowman, also of said parish, is indebted to your petitioner in the sum of three thousand five hundred and six dollars and sixty-two cents, besides interest, for this: on the 5th of June, 1837, said Bowmar made and signed his certain due bill or writing obligatory, annexed to and made a part of this petition, in which he acknowledged himself indebted to and bound himself to pay your petitioner or order on demand the said sum of three thousand five hundred and six dollars and sixty-two cents, with ten per cent. interest from the 1st of January, 1837, until paid.

That said Bowmar hath hitherto failed and refused, and still doth fail and refuse, to pay said sum or any part thereof, though payment has been amicably demanded of him.

And your petitioner further represents, that said Bowmar, on the 18th of May, 1837, after the debt of your petitioner had become due and demandable, being in insolvent circumstances, went before a notary public, and for the purpose of defrauding his creditors, acknowledged himself indebted to one Charles S. Abercrombie, his brother-in-law, residing at Natchez, in the State of Mississippi, the sum of ten thousand and one hundred and thirty-five dollars and eight cents, and executed a mortgage to secure the payment of the same on the following described property, to wit: a track of 500 acres of land, lying in and adjoining the Prairie Jefferson, in the Bastrop Grant, being lot No. 1, in the survey of 5000 *thousand* acres in and adjoining said prairie; also, another track of land, adjoining the track

above described, containing 400 arpents, being known as the Mount Track, and purchased from Levi Guice, and now in cultivation as a cotton plantation by said Bowmar; also, the following slaves, settled and employed on said plantation, Greg, Warren, Charles, Peter, Henry, Preston, William, Charity, Malinda and her child, Prescilla, Daphene, Charlotte, Pollyann, Cryann and her child, and sixteen heads of horses and mules, the stock of hogs and cattle, and farming utensils of every description; though in truth and in fact said Bowmar did not owe said Abercrombie said sum of 10,135·08 dollars or any part thereof, but the acknowledgment and mortgage were made for the purpose of defrauding the creditors of said Bowmar, and placing his property beyond their pursuit; and said Abercrombie knew that said Bowmar was in insolvent circumstances, and that this mortgage was given to defraud his creditors. And your petitioner further represents to your Honour, that on the 24th of July, 1837, said Abercrombie obtained an order of seizure and sale on said mortgage, and that Scarborough, Sheriff of said parish, has seized and advertised for sale, on the 13th of September next, all the property embraced in said mortgage, and the same will be sold on the premises, unless stopped by the interposition of your Honourable Court. Now, your petitioner represents, that he has a right to interpose and demand that said mortgage be declared null and void, and be rescinded, and the order of seizure and sale set aside, and all further proceedings injoined, on the following grounds:

1. Because the said pretended debt to said Abercrombie is not genuine and valid, but simulative and fraudulent, and created without consideration and for the purpose of defrauding your petitioner and the creditors of said Bowmar.

2. Because said mortgage was given by said Bowmar while he was in insolvent circumstances—a fact well known to said Abercrombie at the time; and if it be enforced, it will take all the property of said Bowmar to pay this preference creditor, and will leave nothing to pay your petitioner and other creditors.

3. Because the note and mortgage given by Bowmar to said Abercrombie do not amount to a confession of judgment, authorizing the executory process, and the order of seizure and sale ought not to have extended to the moveable property mentioned in the act of mortgage or to the costs of protest.

4. Because the note on which the order was obtained was not legally demanded at the place where it was made payable.

Wherefore your petitioner prays your Honour, that said Bowmar may be duly cited to appear and answer this complaint; that he may be compelled, by a judgment and decree of your Honour, to pay to your petitioner the said sum of three thousand five hundred and six dollars and sixty-two cents, with ten per cent. interest from the 1st of January, 1837, until paid, and cost of suit; and that said Abercrombie may also be cited to appear and answer this complaint, that said contracts of mortgage and note may be annulled and avoided, and de-

clared absolutely null and void; that the order of seizure and sale may be rescinded and set aside; that an injunction may be granted, restraining said Abercrombie and the said sheriff from proceeding further in the execution of said order, and that said sheriff be commanded and enjoined to hold possession under seizure as it now is the property levied on, until the final disposition of the case; and that such other and further relief may be granted as the nature, equity, and circumstances of the case may require or authorize; and that said Bowmar and said Abercrombie may be compelled to pay the costs of suit.

DOWNS, *Atty. for Petitioner.*

STATE OF LOUISIANA,
Parish of Ouachita.

Personally came before me, the undersigned Justice of the Peace, B. Hempken, who makes oath, that all the material facts alleged in the foregoing petition are correct and true, according to his belief.

B. HEMKEN.

Sworn and subscribed before me, the 25th day of August, A. D. 1837.

WM. P. SNOW, *Justice of the Peace.*

Let the injunction be granted, as prayed for in the within petition, on the plaintiff entering into bond, with good and sufficient surety, in favour of the defendants, in the sum of fourteen thousand dollars, conditioned according to law. And it is further ordered, that all further proceedings on the writ of seizure and sale, as stated in the plaintiff's petition, be stayed; and that the sheriff retain in his possession the property so seized, subject to the further order of the Court.

Signed, in chambers, August 26th, 1837.

E. K. WILLIAM, *Judge 7th District.*

B. HEMPKEN
vs.
BOWMAR, et al. } Judgment.

By reason of the law and the evidence in this case being in favour of the plaintiff, it is ordered, adjudged, and decreed, that he recover of the defendant, Bowmar, the sum of four thousand five hundred and six dollars and sixty-two cents, with ten per cent. interest, and three thousand five hundred and six dollars and sixty-two cents, from the 1st day of January, 1837, until paid, and a like interest on one thousand dollars from the 21st of March, 1838, until paid, and the costs of suit.

Done in open court, this 27th day of March, 1838.

S. LEWIS, *Dist. Judge.*

Execution.

THE STATE OF LOUISIANA,

To the Sheriff of the Parish of Ouachita, greeting:

We command you, that you demand from Robert H. Bowmar the sum of four thousand five hundred and six dolls. 62 cts. debt, with ten per cent. interest, and three thousand five hundred and six dollars and sixty-two cents, from the first day of January, 1837, until paid, and the like interest on one thousand dollars from the 21st day of March, 1838, until paid, and also the sum of seventy-one dollars twelve and a half cents costs, which Bernard Hemken lately recovered by judgment of the District Court in and for the Parish of Ouachita; and if he shall not pay the same on demand, that then you cause the said sum to be made out of the personal estate of the said Robert H. Bowmar, except slaves, in your parish, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of the said Robert H. Bowmar, exclusive of slaves, cannot be found in your parish, that then you cause the said sum to be made out of the real estate and slaves of the said Robert H. Bowmar in your parish, whereof he was owner on the 27th day of March, 1838, in whose hands soever the same may have come; but if sufficient moveable or immoveable property or slaves of the said Robert H. Bowmar cannot be found in your parish, that then you cause said sum to be made of the rights and credits of the said Robert H. Bowmar in your parish; and that you have those moneys before our said Court, to render to the said Bernard Hemken for the judgment aforesaid, in seventy days from the date hereof, together with this writ.

Witness, the Honourable E. K. Willson, Judge of the said Court, this 28th day of May, in the year of our Lord one thousand eight hundred and thirty-nine.

THOS. C. KELLMAN, *Dy. Clerk.*

On the back of the execution are the following endorsements:

BERNARD HEMPKEN vs. ROBERT H. BOWMAR. } Fi. fa.

Debt	$4506.62½
Interest	
Clerk's costs	61.12½
Plaintiff's tax fee . . .	10.00
Sheriff's costs	

Received, May 30th, 1839, 10 o'clock A. M., and on the 31st of the same, I proceeded to the plantation of Robt. H. Bowmar upon the said defendant, Bowmar, voluntarily pointed out to me the following property to satisfy this execution, to wit: negroes, Grig, aged 38—

Charles, 25—Paton, alias Peter, 23—Preston 3,—Charity, 19—Daphene, 25—Sharlot, 25—Pollyann, 25—Malinda, 18—Albert, 2—Jane, aged 8 months; the plantation of said defendant, on which he now resides, known as the Mount tract, containing four hundred arpents; one other tract, known as the Warel tract, containing three hundred and seventy-five arpents; also, 8 head of horses and mules, the entire stock of cattle attached to and belonging to the plantation, waggon and cart, with all the farming utensils, &c. &c.; and on the 4th day of June, I advertised the property for sale, according to law, by posting advertisements in English and French at three public places in the parish, to be sold for cash, the 6th day of July, at the plantation of defendant Bowmar, within the hours prescribed by law, leaving a space of more than 30 days; and on the 6th day of July, I proceeded to the said plantation, and after having the property appraised according to law, and read the certificate of mortgage in an audible voice, I proceeded to duly offer the property for sale, but was not able to effect a sale for the want of bidders to the amount required by law; and on the 8th day of July, I re-advertised the same property, to be sold on 24th of July, and credit of twelve months, by going through all the forms of a second advertisement according to law; and on the said 24th, I went to the premises of defendant, and sold the Mount track to satisfy previous mortgages to this, and then exposed said slaves and personal property, when P. G. Oliver became the purchaser, at the last and highest bidder, for the sum of $14,135, and gave bond and security according to law, payable at twelve months from date, for the sum of $1789·96, that being the amount of his bid over mortgages and privileges thereon having the preference over this seizure. The sale of the Ward track was postponed by consent of defendant and counsel for plaintiff, and further consented, that it be next offered at Monroe, after advertisement, on twelve months' credit; wherefore, I again advertised the same, on the 26th of July, to be sold after a lapse of 30 days, to wit, the 26th day of August, 1839; and on the said 26th day of August, I offered the same at public sale, at the Court-house door, in the Town of Monroe, but the amount bid not being enough to satisfy older executions, and there being no more property found to satisfy this, I return it unsatisfied.

JAMES H. STEVENS,
Sheriff.

STATE OF LOUISIANA,
Parish of Ouachita:

I, Samuel Allen, Clerk of the 12th District Court for the Parish and State aforesaid do hereby certify the foregoing and preceding four pages contains a true and correct copy of the original petition, judgment, execution, and sheriff's return on file and of record in my office.

Given under my hand and seal of office on this 17th day of April, A. D. 1849.

SAMUEL ALLEN,
Clerk.

HH.—Edwin Friend vs. *R. H. Bowmar, Copy of Petition, Judgment, Execution, and Return.*

To the Honourable the Judge of the Seventh Judicial District, holding session in and for the Parish of Ouachita, State of Louisiana:

The petition of Edwin Friend, a resident of the Parish of Claiborne, with respect represents unto your Honour, that Robert H. Bowmar, a resident of the Parish of Ouachita and State aforesaid, is legally and justly indebted to your petitioner in the just and full sum of eleven hundred dollars, with ten per cent. interest from the 15th day of March, 1837, for that the said defendant did on the 16th day of March, 1835, make, sign, and execute his certain promissory note or writing, obligatory to and in favour of one Levi Guice, or order, for the above sum of money, drawing ten per cent. interest from the said 15th day of March, 1837, which said promissory note or writing obligatory was given by the said Robert H. Bowmar to secure the payment of so much of the purchase-money of a tract, piece, or parcel of land situate, lying, and being in the Prairie Jefferson, and more fully described and set forth in a public notarial act of the sale of said land from the said Guice to the said Bowmar passed by and before the Hon. Lewis F. Lamy, Parish Judge in and for the Parish of Ouachita, on the 16th day of March, 1835, the payment of which said promissory note is secured by a mortgage upon said land, as will more fully appear by the act of sale aforesaid, by the said Guice to the said Bowmar. Petitioner avers that on the said 16th day of March, 1835, the said Levi Guice indorsed said note in blank, and assigned said note and mortgage by public notarial act, passed before the Hon. Lewis F. Lamy, Parish Judge, on the said 16th day of March, 1835, to the Hon. Ephraim H. Willson. Petitioner also avers that the said Ephraim H. Willson did, on the 29th day of July, 1835, indorse said note in blank, transfer said and assign said note and mortgage by public notarial act, passed before the Hon. Lewis F. Lamy on the said 29th day of July, 1835, as aforesaid, to one Joseph Friend, then a resident of the Parish and State aforesaid.

Petitioner further avers that the said Joseph Friend did on or about the 11th day of April, 1837, indorse said note in blank and also on the said 11th day of April, 1837, assign and transfer said note and mortgage given to secure the payment of said note to one George Row, by a public notarial act, passed on the said 11th day of April, 1837, before the Hon. Lewis F. Lamy, Parish Judge in and for the Parish of Ouachita, State aforesaid, which said promissory note so indorsed as aforesaid, was on or about the 10th day of May, 1837,

transferred to your petitioner by said George Row, by delivery without any indorsement written upon said note, or any written transfer of said note, and is now the property of your petitioner, which said indorsements set forth as above on said note, was partially stricken off and caused by Geo. W. Caply, attorney of your petitioner, on or about the 12th day of June last, through error or mistake. Your petitioner further avers that the said Robert H. Bowmar did, on the 18th day of May, 1837, make a certain mortgage to one Charles S. Abercrombie, of Adams County, State of Mississippi, the same passed before William L. Poindexter, Notary Public in and for the Parish of Concordia, State of Louisiana, on the said 18th day of May, 1837, to secure the payment of a certain sum of money set forth in said mortgage, said Bowmar did mortgage and hypothecated the same land set forth in act of sale and mortgage between Levi Guice, as aforesaid, and the said Robert H. Bowmar, as aforesaid, and which said mortgage, so given as aforesaid, to secure the payment of said note, petitioner is subrogated to, and of right the legal owner. Petitioner avers that on the mortgage so given by said Bowmar to Charles S. Abercrombie, as aforesaid, an order of seizure and sale has issued, and that said land, on which your petitioner has a lien or mortgage, is now advertised for sale by the said Abercrombie, which said mortgage so given by the said Bowmar to the said Abercrombie, was given with the intent to injure and defraud your petitioner.

Wherefore petitioner prays that the said Charles S. Abercrombie be made a party to this suit, and that your petitioner have lien or privilege upon the money arising from the sale of said land, and that your petitioner have judgment upon said promissory note which is now justly due and owing, which the said Bowmar has hitherto wholly neglected and refused to pay, although often amicably demanded from the said Bowmar, and that the claim to the land so mortgaged as aforesaid, not being sold by said Abercrombie, that the mortgage so given by the said Bowmar to secure the payment of said promissory, be recognised as good and valid in your petitioner, and that your petitioner have judgment against the said for said note and interest, and that the said land be seized and sold to satisfy the same, and that the said Robert H. Bowmar and Charles S. Abercrombie to be cited to answer this petition.

S. W. DOWNS,
For G. W. COPLY,
Att'y for Petitioner.

By reason of the law and the evidence being in favour of the plaintiff it is ordered, adjudged, and decreed that the plaintiff recover of the defendant eleven hundred dollars with ten per cent. interest from the fifteenth day of March, 1837, with a mortgage upon a track of land in the Prairie Jefferson in the Parish of Ouachita, State of Louisiana, called and known by the name of the Mount Track, more or

less four hundred arpents, bounded on the east by land now owned by B. Hempken, or probably B. Hempken and H. Pargaud, and formerly owned by Jeremiah Griffing, now deceased, having a front on the base line supposed to be ten arpents front, with the ordinary depth of forty more or less, more fully described in a deed of sale from Levi Guice to Robert H. Bowmar, bearing date the 16th day of February, 1835, marked C, and that the above land be seized and sold to satisfy this judgment, and costs of suit to be taxed, and twenty-five dollars, attorney fee, to be paid to R. F. M'Guire, Attorney for absentee.

Done and signed in open court this 27th day of March, 1838.

S. LEWIS,
Dist. Judge.

The State of Louisiana,
To the Sheriff of the Parish of Ouachita, greeting:

We command you that you demand from Robert H. Bowmar the sum of eleven hundred dollars debt, with ten per cent. interest from the fifteenth day of March, 1837. And also the sum of seventy-seven dollars and fifty cents costs, which Edwin Friend lately recovered by judgment of the District Court in and for the Parish of Ouachita, and if he shall not pay the same on demand, that then you cause the said sum to be made out of the personal estate of the said Robert H. Bowmar, except slaves in your Parish, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of the said Robert H. Bowmar, exclusive of slaves, cannot be found in your Parish, that then you cause the said sum to be made out of the real estate and slaves of the said Robert H. Bowmar in your parish, whereof he was owner on the 27th day of March, 1838, in whose hands soever the same may have come; but if sufficient movable or immovable property or slaves of the said Robt. H. Bowmar cannot be found in your parish, that then you cause said sum to be made of the rights and credits of the said Robert H. Bowmar in your parish, and that you have these moneys before our said court to render to the said Edwin Friend, for the judgment aforesaid, in seventy days from the date hereof, together with this writ.

Witness the Honourable E. K. Willson, Judge of the said court, this 23d day of May, in the year of our Lord one thousand eight hundred and forty-nine.

THOS. C. KELLAM,
D'y Clerk.

And it is further ordered that the property mortgaged, to wit: A track of land in the Prairie Jefferson in the Parish of Ouachita, called and known by the name of the Mount Track, more or less four hundred arpents, bounded on the east by lands now owned by B. Hemken, or B. Hemken and H. Pargoud, and formerly owned by Jeremiah Griffin, now deceased, having a front on the base line supposed to be

ten arpents front, with the ordinary depth of forty more or less, be seized and sold to satisfy this judgment.

THOS. C. KELLAM,
D'y. Clerk.

EDWIN FRIEND
vs.
ROBERT H. BOWMAR. } Fi. fa.

Debt,	$1100 00
Interest,	259 66
Cl'k costs D. Court,	52 25
D. S. Court.	15 25
Pl'ffs tax fee,	10 00
Sheriff's cost,	102 57
	$1539 73

Received May 24th, 1839, 3 o'clock P. M., and on the 31st of the same month I served this execution of the defendant Bowmar, and seized the track of land mortgaged to the plaintiff and situated in the Prairie Jefferson in this parish and known as the Mount Track, containing 400 arpents, and after giving the defendant legal written notice of the same, I proceeded to advertise the same to be sold for cash at the premises, on the 6th day of July, by posting advertisements in English and French in three different public places in the parish, according to law, and on the 6th day of July I proceeded to the premises, and after having the property appraised according to law, and having read the certificate of mortgages in an audible voice, I proceeded to levy the property for sale, but was unable to effect a sale for the want of bidders. I then proceeded to re-advertise the same on the 8th of July, to be sold on the 24th of the same month, by going through all the forms of a second advertisement according to law, and on the said twenty of July I proceeded to premises of the defendant Bowmar and offered the property a second time on a credit of twelve. Whereupon Peter G. Oliver became the highest and last bidder in the sum of four thousand dolls., and executed his bond with three solvent securities; with a mortgage on the land the property was adjudged to him. This execution is therefore returned satisfied.

JAMES H. STEVENS,
Sheriff.

Ret. 30th July, 1839.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Samuel Allen, Clerk of the 12th District Court, do hereby certify the foregoing and next preceding four pages contains a true and cor-

rect copy of the original petition, judgment, execution, and sheriff's return, on file and of record in my office.

[SEAL.] Given under my hand and seal of office on this 17th day of April, A. D. 1849.

SAMUEL ALLEN,
Clerk.

II.—Jos. H. D. Bowman vs. R. H. Bowman. Copy of Petition, Judgment, Execution, and Return.

(Petition filed 23d March, 1838.)

To the Honourable the Judge of the Seventh Judicial District Court, in and for the Parish of Ouachita and State of Louisiana.

The petition of Joseph H. D. Bowmar, residing in the State of Mississippi, with respect showeth, that Robert H. Bowmar, residing in said Parish of Ouachita, is justly indebted to him in manner following, viz., on the 14th September, 1837, said Robert H. Bowmar made, executed, and signed his promissory note or writing, obligatory to and in favour of your petitioner, or order, whereby he promised to pay one day after the date three thousand one hundred dollars, with ten per cent. interest till paid, as will more fully appear by said note hereto annexed; on the 17th March, 1838, said Robert H. Bowmar his other promissory note or writing, obligatory to and in favour of Herman Bowmar, Jr., or bearer, whereby he promised to pay on demand five hundred dollars, with legal interest thereon till paid, also appear by said note hereto annexed. Your petitioner avers that both of said debts is due to him, and unpaid, although amicably demanded, wherefore he prays your Honour to cause said Robert H. Bowmar to be cited to appear and answer hereto, and upon a final hearing be compelled by a judgment and decree thereof, to pay said sums, amounting to $3600, besides interest, as set forth, with costs of suit and general relief, as in duty bound, &c.

R. F. McGUIRE, *Att'y.*

Judgment.

By reason of the law and evidence being in favour of plaintiff, it is ordered, adjudged, and decreed, that he recover from the defendant three thousand six hundred dollars, with interest at ten per cent. upon three thousand one hundred thereof, from the 15th September, 1837, until paid, and interest of five per cent. upon the balance, five hundred, from this date until paid, with cost of suit to be taxed.

Done and signed in open Court, this 27th day of March, 1838.

S. LEWIS, *Dist. Judge.*

Execution.

The State of Louisiana,

To the Sheriff of the Parish of Ouachita, greeting:

We command you that you demand from Robert H. Bowmar the sum of three thousand six hundred dollars debt, with interest at ten per cent. upon three thousand one hundred thereof, from the 15th day of September, 1837, until paid, and interest at five per cent. upon the balance, five hundred dollars, from the 27th March, 1838, until paid, and also the sum of sixteen dollars and eighty-seven and a half cents costs, which Jos. H. D. Bowmar lately recovered by judgment of the District Court in and for the Parish of Ouachita, and if he shall not pay the same on demand, that then you cause the said sum to be made out of the personal estate of the said Robert H. Bowmar, except slaves, in your parish, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of the said Robert H. Bowmar, exclusive of slaves, cannot be found in your parish, that then you cause the said sum to be made out of the real estate and slaves of the said Robert H. Bowmar in your parish, whereof he was owner on the 27th day of March, 1838, in whose hands soever the same may have come; but if sufficient movable or immovable property or slaves of the said Robert H. Bowmar cannot be found in your parish, that then you cause said sum to be made of the rights and credits of the said Robert H. Bowmar in your parish, and that you have those moneys before our said court, to render to the said Jos. H. D. Bowmar for the judgment aforesaid, in seventy days from the date hereof, together with this writ.

Witness, the Honourable E. K. Willson, Judge of the said Court, this 25th day of May, in the year of our Lord, one thousand eight hundred and thirty-nine.

THOS. C. KELLAM, *D'y Clerk.*

On the back of the execution is the following endorsements.

Jos. H. D. Bowmar
vs.
Robert H. Bowmar. } Fi. fa.

Debt, - - - - - - - -	$3600 00
Interest, - - - - - - -	
Clerk's costs, - - - - - -	6 87½
Pl'ffs' tax fee, - - - - -	10 00

Received May 25th, 1839, 7 o'clock, P. M., and on the 26th of May served it upon Robert H. Bowmar, who voluntarily pointed out to me the following slaves, namely, Pollyann, aged twenty-five years, Malinda, eighteen, and Albert, two years. Finding said slaves were

encumbered with mortgages, by the receipt of the certificate of mortgages, dated 31st of May, 1839, I seized in addition two tracts of land lying in the Prairie Jefferson, one of four hundred arpents, called the Mount Tract, purchased by Bowmar from Levy Guice, the other of three hundred and seventy-five arpents, called the Ward Tract, purchased from Abram Guice, and the following slaves, namely, Gregg, aged thirty-eight, Charles, twenty-five, Paten, twenty-three, Preston, three, Charity, nineteen, Charlotte, twenty-five, Dauphens, twenty-five, Jane, aged eight months, the farming tools, blacksmith tools, and eight head of horses and mules, stock of cattle, waggon and cart, and on the 4th day of June, 1839, advertised the same for sale, by posting advertisements in English and French at the court-house door, and two other public places in the parish, to take place on the 6th day of July at defendant's residence. On that day I repaired to the place and offered the property, when no one would give two-thirds of the appraisement, whereupon I again advertised the sale in the same manner as before, to take place on the premises on the 24th of July, on a credit of twelve months, according to law; on that day, I repaired to the premises and sold the Mount Tract, to satisfy previous mortgages to this, and then exposed to sale slaves and personal property, when P. G. Oliver became the purchaser, as the last and highest bidder, for the sum of $14,135, and gave bond and security according to law, payable at twelve months from date, for the sum of $1789 96, that being the amount of his bid over mortgages and privileges thereon having the preference, and for this reserve the sale of the Ward Tract was postponed by consent of the defendant and counsel for plaintiff, and further consent that it be next offered at Monroe after advertisement, on twelve months credit, wherefore I again advertised the same on the 26th of July in the same manner as before, to take place on the 26th day of August, 1839, and on the said 26th of August, I exposed the same at public sale at the court house door, in the town of Monroe, when George W. Caply became the purchaser, as the last and highest bidder, in the sum of one hundred and five dollars over and above all mortgages and privilege, and gave bond and security with a mortgage on the land for the payment thereof, and interest at the rate of ten per cent. per annum from date until final payment. Not being able to find more property I return this execution.

JAMES H. STEVENS,
Sheriff.

STATE OF LOUISIANA,
Parish of Ouachita:

I, Samuel Allen, Clerk of the 12th District Court, do hereby certify the foregoing and next preceding two pages contains a true and correct copy of the original petition, judgment, execution, and sheriff's return, on file and of record in my office.

Given under my hand and seal of office, on this 17th day of April, A. D. 1849.

[SEAL.] SAMUEL ALLEN,
Clerk.

JJ.—Levi Guice vs. *R. H. Bowmar, Copy of Petition, Judgment, Execution, and Return.*

To the Honourable the Judge of the Seventh Judicial District Court in and for the Parish of Ouachita, and State of Louisiana:

The petition of Levi Guice, resident of the Parish of Catahoula, in said State, with respect showeth that Robert H. Bowmar, resident of said Parish of Ouachita, is justly indebted to him in manner following, viz.: On the 16th day of February, 1835, said Bowmar made, executed, and signed his promissory note or writing, obligatory to and in favour of your petitioner or order, for the sum of three hundred and eighty-five dollars fifty-two and two-thirds cents with ten per cent. interest per annum from date until paid, and payable on the 15th March, 1837, as will more fully appear by said note annexed, and made part hereof, which note is identified by the Paraph Ne Varietur, Lewis F. Lamy, Parish Judge, a duly certified copy whereof is hereto annexed and made part hereof, from which it will appear that said Bowmar mortgaged a tract of land of four hundred arpents, more or less, lying in said Parish, in the Prairie Jefferson, to secure the payment of this and some other notes executed at the same time, being the purchase-money for said land, that day sold by your petitioner to said Bowmar, as will appear by said copy hereto annexed. Your petitioner avers that said debt has long been due and unpaid, though frequently and amicably demanded. Wherefore he prays your Honour to grant him a writ of seizure, directed to the sheriff to seize and sell said land, now in possession of said Bowmar, to satisfy said sum of three hundred and eighty-five dollars fifty-two and two-thirds cents, with the interest thereon, and costs of suit, with general relief, as in duty bound, &c.

R. F. McGUIRE,
Attorney.

Order of Seizure and Sale.

STATE OF LOUISIANA,
Parish of Ouachita:

By reason of the law and evidence being in favour of the petitioner, it is ordered and decreed, that an order of seizure and sale issue as prayed for, and that the property mortgaged be sold after being seized,

so that the amount claimed be made, together with the costs of these precedings.

Done in chambers, this 28th day of February, 1839.

E. K. WILLSON,
Judge 7th District.

Execution and Order of Seizure and Sale.

THE STATE OF LOUISIANA,

To the Sheriff of the Parish of Ouachita, greeting:

Whereas Levi Guice, of the Parish of Catahoula, hath filed in the office of the Clerk of the District Court in and for the Parish of Ouachita, a petition, in writing, stating that on the 16th February, 1835, Robert H. Bowmar, of the Parish of Ouachita, made and executed his promissory note in favour of him, the said Guice, for the sum of three hundred and eighty-six dollars fifty-two and two-thirds cents, payable on the 15th March, 1837, with ten per cent. interest from due till paid, and to secure the payment of the said sum and interest, with some other notes executed at the same time, the said Bowmar mortgaged and hypothecated to the said Guice a certain tract of land, in the Prairie Jefferson, in said Parish, called and known as the Mount Tract, containing four hundred arpents, more or less, bounded on the east side by lands now owned by B. Hemken or B. Hemken & H. Pargaud, and formerly owned by Jeremiah Griffin, deceased, having a front on the base line, supposed to be ten arpents, and running back the ordinary depth of forty arpents, on which there is a dwelling-house, gin-mill, and other improvements, that the said amount has never been paid, and is still due, and praying that a writ of seizure issue against the said land, and the same sold to satisfy his demand.

And whereas, it hath been ordered by the Judge of the Court aforesaid, that the mortgaged property herein mentioned be seized and sold to satisfy the amount herein claimed, and costs of these proceedings.

Now, therefore, you are hereby commanded to seize and sell the within described tract of land, so that the amount herein claimed, to wit: three hundred and eighty-five dollars fifty-two and two-thirds cents, with ten per cent. interest per annum from the 15th day of March, 1837, till paid, be made, together with fifteen dollars costs of these proceedings, according to law, and make return of this writ in seventy days from the date hereof.

Witness the Honourable E. K. Willson, Judge of the said District Court for the Parish of Ouachita, this 25th day of May, A. D. 1839.

THOMAS C. KELLMAN,
Deputy Clerk.

(On the back is the following indorsements:)

LEVI GUICE
vs.
ROBERT H. BOWMAR. } Order of Seizure.

Debt,	$385 52½
Interest,	91 01
Clerk's costs,	6 12½
Plaintiffs' tax fee,	10 00
Sheriff's costs,	59 33
	$559 99

Received, May 25th, 1839, 9 o'clock, A. M., and on the 31st of the same month, I served this execution on the defendant Bowmar, and I seized the tract of land specially mortgaged to Levi Guice, known as the Mount Tract, situated in the Prairie Jefferson, and containing four hundred arpents, and after giving the defendant written notice of the same, I advertised the same for sale on the 4th day of June, at the plantation of the defendant, by posting advertisements, in English and French, in three public places in the Parish, to be sold for cash on the 6th day of July, within the hours prescribed by law, leaving a space of more than thirty days, and on the 6th day of July, I repaired to the plantation of defendant, and after having the property appraised according to law, and having read the certificate of mortgages in an audible voice, I proceeded to cry the sale, but was not able to effect a sale for the want of bidders to the amount required by law, and on the 8th of July, I readvertised the same for sale, to be sold on a credit of twelve months, by going through all the forms of a second advertisement, according to law, to be sold on the 24th of July; and on the said 24th of July, I proceeded to the premises of defendant, Bowmar and offered the property a second time on a credit of twelve months, whereupon Peter G. Oliver became the highest and last bidder, in the sum of four thousand dollars, and executed his bond with three solvent securities, with a mortgage on the land, and the property was adjudged to him.

Therefore this execution is returned.

JAMES H. STEVENS,
Sheriff.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Samuel Allen, Clerk of the 12th District Court, do hereby certify the foregoing and next preceding two pages contains a true and correct copy of the original petition, order of seizure, and order of seizure and sale and sheriff's return thereon, as appears on file and of record in my office.

Given under my hand and seal of office on this 17th day of April, A. D., 1849.

SAMUEL ALLEN, [SEAL.]
Clerk.

The plaintiffs also offered in evidence the following documents, drawn from the case of the cities of Pha. and N. Orleans *vs.* The U. States, No. 21 of the docket, viz.:

Depositions of Ls. Bouligny, D. Stewart, Filkiol, and Bry.

MAYOR, ALDERMEN et als. OF PA. AND NEW ORLEANS,
vs.
THE UNITED STATES. } No. 21.

The examination of witnesses in the above entitled case having been resumed this evening, March 26th, 1847,

H. H. Strawbridge for the p'lffs, and the district attorney for the defendants, present.

Louis Bouligny, for plaintiffs, being duly sworn, states that he is nearly sixty-six years of age; the son of Francisco or Francois Bouligny, who was Lieutenant-Governor of Louisiana from about the year 1777 to 1800, and filled the place of the Governor in the event of that officer's absence or death; witness Tejeiro, who was an officer in the same regiment with himself, and about the year 1800 was sent as Commandant to Ouachita. Being asked what were the powers of Commandants, answers—they were many; the Commandants exercised both civil and military functions, and also performed the duties of notaries public, and besides had some judicial powers. They were also auctioneers, made wills and passed sales, &c.; witness knew the Marquis of Casacalvo, once Governor of Louisiana; he died about 12 years ago; witness knew the Baron de Bastrop very well; about the year 1802 witness spent several months in Ouachita; at that time there were many families living in Ouachita who had been brought there by the Baron de Bastrop under his contract with the Spanish Government; he does not know that the families were within the limits of the grant; says that the Commandant of Ouachita lived in the place which is now the town of Monroe, and about one league above the post on the right bank of the Ouachita river; the Baron de Bastrop had an establishment consisting of a saw and grist mill, which at that time, in the year 1802, he was re-building, the first mill and dam having been carried away by a freshet; at that time they had entirely abandoned the culture of wheat and taken to that of cotton, which then began to be valuable; witness knows the signature of the Baron de Carondelet, and being shown the documents marked A 1, A 2, and A 3, he recognises them as being both written and signed by the said Carondelet.

Witness knows the signature of Carlos Trudeau; being shown the plan and certificate marked A 4, says they are entirely in the handwriting of the said Trudeau; remarks that he has [witness] never been within the limits of the Bastrop grant; being shown the document marked A No. 5, says that it is entirely in the handwriting of Filhiol, the first Commandant of Ouachita; Filhiol died in the year 1812 or 1813; witness knows his handwriting very well and was well acquainted with him; witness knew Francisco Redon, formerly Intendant under the Spanish Government, and knows his handwriting; being shown the document marked A No. 6, annexed to commission to Ouachita, date the 11th of January, 1847, says that it is signed by the said Redon, but the body of the document is not in his handwriting.

Witness being shown the document marked A No. 7, (a copy of the Bastrop grant annexed to the commission of 10th of July, 1846, to Ouachita,) says that the signature of Tejeiro thereto is genuine; believes the signature thereto of Juan Villard is genuine, as it corresponds with signatures of Villard to receipts in deponent's possession given to him by said Villard in acknowledgment of moneys received from him; Villard was a merchant of Ouachita.

Being shown the document marked A No. 8, says that it is entirely in the handwriting of deponent's father, Francisco Bouligny, formerly Lieut.-Governor of Louisiana, and comes from a bundle of deponent's family papers; witness's father died in 1840.

Witness has a great many papers in the handwriting of his father.

Witness states, that the Baron de Carondelet is dead. He died before the revolution of the S. American colonies. States that the Baron de Bastrop is also dead. He died in Texas. The Baron de Bastrop complained bitterly of the Spanish government having forbidden the farther introduction of families, and said that he was a great loser by it, inasmuch as he had on the Ohio a large number of families just preparing to come down. I was a subject of frequent conversation between Bastrop and Tejeiro. Bastrop and deponent passed a great deal of time at the house of the Commandant Tejeiro. Deponent lived there, and the Baron de Bastrop used to sleep there two or three times a week.

(The District Attorney objects to the foregoing testimony containing the declaration of the Baron de Bastrop.)

Witness states, that these complaints of Bastrop were made by him in conversation with Tejeiro. Tejeiro, the Commandant, likewise complained of the action of the government in preventing the introduction of families by Bastrop. (The District Attorney here objects to the declaration of Tejeiro.) Witness states, that the importation of emigrants was at that period very popular. Witness states, that he arrived in Ouachita about the year 1802, the first of October. Flour, at that time, was very scarce and dear. Witness recollects of having seen only one small field of wheat at Ouachita.

Cross-examined by the Dist. Attorney.

Witness states, that when at Ouachita, in the latter part of the year 1802, he resided at the house of the Commandant, at a little fort, called Fort Mero. The fort was one or two leagues from the tract styled the Bastrop Concession. Witness himself was never upon the grant. Witness has seen Trudeau working at his desk, but he cannot say that he actually looked over him when he was writing so as to observe it.

Being asked why he knows the document marked A 4, to be the handwriting of Trudeau, says, because it was similar to other documents made out by Trudeau for deponent, in deponent's presence.

The contract of the Baron de Bastrop with the Spanish government, which is referred to in his examination in chief, witness states, was in writing: whereupon the District Attorney calls for said original contract in writing, and objects to any parol testimony with regard to it.

Witness was well acquainted with John Filhiol; thinks he was a man of good education. Witness has often seen Tejeiro sign his name, and is sure that his signature, attached to doc. A, No. 7, is genuine. As to the signature of Juan Villard, he has not the same confidence, but judges of its genuineness from its similarity to receipts from the same man, which he, deponent, has in his possession.

Witness states, that at the time he was at the Post of Ouachita, the whole number of families at the post and in the neighbourhood was from one hundred and fifty to two hundred.

Examination in chief resumed.

States, that Tejeiro himself was a deputy surveyor, and McLaughlin, the surveyor, there frequently bro't his plans to Tejeiro, who corrected them, being a skilful surveyor.

Bastrop, one evening, in conversation with witness and Tejeiro, observed that Don Andres de Armesto wished to put a clause in his, Bastrop's, grant, that there should be no American introduced into Ouachita, but that he, Bastrop, would not agree to it.

(The District Attorney objects to these declarations of Bastrop, as not being evidence.)

Cross-examination resumed.

Witness states, in reply to a question from the District Attorney, that Carlos Trudeau never was in Ouachita.

(Signed) LS. BOULIGNY.

I, N. R. Jennings, Commissioner, do certify, that on this 26th day of March, 1847, Louis Bouligny, witness on behalf of plaintiffs, appeared before me, and being duly sworn, did make the foregoing deposition, which was by me reduced in writing, in their presence;

and the same having been carefully read over to said witness, was subscribed by him before me.

In witness whereof, I hereunto affix my hand and seal, this 26th of March, A. D. 1847.

(Signed) N. R. JENNINGS,
Commissioner.

Depositions of E. Filhiol and Henry Bry.

COURT OF THE UNITED STATES,
For the District of Louisiana.

To any Judge, Justice of the Peace, or Magistrate in the Parish of Washita, State of Louisiana:

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you all witnesses produced on behalf of petitioners, and them duly examine, on oath, touching and concerning certain matters and things in a cause now depending in the said Court, wherein the Mayor, Aldermen, &c., of Philadelphia, and the Mayor, Aldermen, &c., of New Orleans are petitioners, and the United States are defendants; and the same examinations, so taken and reduced to writing, you certify, under your hand and seal, and send enclosed to this Court, without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness, the Honourable T. H. McCaleb, Judge of said Court, at the City of New Orleans, this 10th day of July, Anno Domini, 1846, and the 71st year of the Independence of the United States of America.

N. R. JENNINGS, *Clerk.*
By (signed) L. E. SIMONDS, *D. C.*

Interrogatories to be proposed to Henry Bry, Grammont Filhiol and others, witnesses, produced on the part of the plaintiffs, in a certain cause pending in the District Court of the United States for the District of Louisiana, wherein the Mayor, Aldermen and Citizens of the Cities of Philadelphia and of New Orleans are plaintiffs, and The United States of America are defendants; viz.:

1st. State your name, age, place of birth, residence, and profession or occupation.

2d. Do you know anything of the grant (known as the Bastrop grant), of a tract of land in the District of Ouachita, in Louisiana, on the Bayou Liar and Ouachita river, said to have been granted to the Baron de Bastrop, by the Spanish government in, about, the year 1796? If yea, set forth your knowledge, and state when and how you became acquainted with it. Do you know whether, or not, the plaintiffs are in possession of lands claimed or held under title derived from said Bastrop, and situated in their, the alleged, limits of

said grant? If yea, how long have they, and those from whom they hold, been in possession thereof? What extent have they possessed? Has their possession been public and notorious? By what acts has it been manifested; and what is the oldest date of possession under said title by any person or persons claiming under said Baron de Bastrop, or by said Bastrop in person?

3d. Have you, or have you not, ever seen any original grant of said tract of land to the Baron de Bastrop? If yea, when and where have you seen it, and how often; and in whose possession? Do you know where, or in whose possession, it now is, or what has become of it?

4th. Have you ever seen any other of the original papers connected with said Bastrop grant; especially any emanating from the Spanish government? If yea, state fully and particularly what such documents were; when, where, and in whose possession you saw them, and what has become of them, and in whose possession they are now. If any such documents are within your control, be pleased to annex them to your answer, and state whether the signatures thereto affixed are true and genuine signatures of the persons purporting to sign the same; and who and what those persons were.

5th. Have you, in like manner, at any time, seen any authentic or office copies of such original documents? If yea, state when, where, and in whose possession you saw them. If any such be within your control, annex them to your answer, and state whether you know the signatures of the persons purporting to sign the same, whether the signatures of such persons thereto affixed are their true and genuine signatures respectively. State whether, or not, you know said persons, when and how long you have known them, who and what they were; whether they held or exercised any public office, post or situation, and what it was. State also what has become of said persons, whether they are now present in, or absent from, Louisiana; whether they are dead or alive, and if living, what are their respective ages, or what their ages would be, supposing them now alive.

6th. Do you know whether any persons were, by said Baron de Bastrop, or by those claiming title under him to said lands, introduced into Louisiana and settled, or with the limits of said Bastrop grant? If yea, state at what time or times this took place; and what was the number of persons so introduced. State also, whether settlers have been since induced or permitted by the plaintiffs, or by those from whom they claim title, under said Bastrop, to establish themselves within the limits of said grant. If yea, what is their number?

7th. Do you know of any other circumstances or facts in relation to said "Bastrop Grant," the grantors, or grantee, or any other matter or thing whatsoever, which may be of advantage to the plaintiffs, who claim a large portion of said lands from the defendant, by title derived through said Bastrop from the Spanish government? If

yea, state the same fully, minutely, and precisely, as if you were specially interrogated thereupon.

(Signed) H. H. STRAWBRIDGE,
Of Counsel for City of Philadelphia and New Orleans.

Interrogatories to be propounded to Henry Bry, Grammont Filhiol and others.

1. Have you any interest in the event of this suit?
2. Do you hold, by purchase or otherwise, any of the land comprehended in what is generally called the Bastrop claim?
3. Are you related to any one who does hold any of these lands by purchase or otherwise? or who is in any manner interested in the event of this suit?
4. Are you on terms of intimacy or friendship with any one who holds any of this land, by purchase or otherwise, or who is in any manner interested in the event of this suit?
5. Do you live in the neighbourhood of this land?
6. (If the fifth be answered affirmatively,) How long have you resided in the neighbourhood?
7. Did you reside in the neighbourhood of these lands before the year 1796, and from that time until 1803?
8. How many families were settled on this tract (known as the Bastrop Grant), before the year 1803?
9. Of what nation or country were those families?
10. Was any part of this tract cultivated before the year 1803?
11. How soon after 1796 was it cultivated?
12. How many acres were in cultivation?
13. What was produced on the portion of the land cultivated?
14. Were any flouring mills ever erected on this land?
15. (If the fourteenth be answered Yes,) When were this flouring mills erected?
16. How many of them were there?
17. If, in answer to the third interrogatory in chief, you say Yes, then, What do you understand by an original grant?
18. Was what you saw and call an original grant, signed by the King of Spain? or by whom was it signed? Did it purport, on its face, to be an original document? was it written on paper or on parchment; was it sealed with wax or otherwise?
19. Who showed you the original grant of which you speak?
20. Did the Baron de Bastrop show it to you? and, if yea, why did he show it to you?
21. Was the original grant, which you say you saw, signed by the Baron de Carondelet? was it signed by him alone, or was there any other signature to it? If you say there was another signature to it, whose signature was it?
22. Was the grant you say you saw signed by Gilbert Leonard, or Manuel Armires?

23. What is the precise date, or near as you can possibly recollect, of the time at which you first saw the original grant of which you speak?

24. Did you know Don John Filhiol, former commandant of Washita under the Spanish Government?

25. Is the said Don John Filhiol still alive? if not, when did he die? and what was his age at the time of his death?

26. Were you at the Spanish fort or post of Washita in 1796?

27. Was there any authorized surveyor of the Spanish government there at that time? if yea, what was his name? What was his age at that time? is he now alive? or if dead, when and where did his death take place?

28. If in answer to the beginning of the fourth interrogatory in chief say that you have seen "any of the original papers connected with the said Bastrop Grant," state how you know them to have been originals. Did they on their face purport to be originals? on what were they written? Were they sealed, or not?

29. If in answer to the remainder of the fourth and to the fifth interrogatory you annex any paper or documents, state how you know the signatures to be genuine and true. Were you personally acquainted with the persons whose names are signed to the paper or documents annexed? How often have you seen the said persons, that is, each of them, write his name?

30. Did you ever see any contract or copy thereof between the Intendant of Louisiana and the Baron de Bastrop for the settlement of lands on the Washita?

31. Do you know, from personal observation at the time that an actual survey was made in 1795 or 1796, of what is generally called the Bastrop Grant?

32. If you answer the last yes, who was it made the survey? what was his name, age, and place of residence? where does he live now?

33. (If you name any one) Do you know of your own personal knowledge that he was in the employ of the Spanish Government? and how do you know it?

(Signed) THOMAS J. DURANT,
Att'y of the United States for the District of Louisiana.

THE MAYOR, ALDERMEN, &c., of Philadelphia, and THE MAYOR, ALDERMEN, &c., of New Orleans, vs. THE UNITED STATES. } Court of the United States for the District of Louisiana.

STATE OF LOUISIANA,
Parish of Ouachita.

By virtue of a commission directed to any judge, justice of the peace, or magistrate in the Parish of Ouachita, State of Louisiana, from the Hon. the Court of the United States for the District of Louisiana, dated at New Orleans the 10th day of July, 1846, I, Paul M'Emery, a Justice of the Peace in and for the parish of Ouachita

and state aforesaid, this 26th day of February, 1847, took the depositions of Grammont Filhiol, a witness produced in part of plaintiffs, which depositions are to be read in evidence on the trial of this cause, viz.:

To interrogatory 1st witness answers, my name is Grammont Filhiol, my age 57. I was born in the Parish of Ouachita, my residence is in the same parish, and my occupation a planter.

To 2d interrogatory witness answers, about the time mentioned, say 1796, I have heard of a contract entered into between the Baron de Bastrop and the Spanish Government. I know that Stephen Gerard purchased large tracts of land situated within the limits of what is called the Bastrop Grant, which tracts of land I heard, by the reading of Stephen Gerard's will, were bequeathed by him to the plaintiffs. I am not acquainted with the particulars of the possession of the plaintiffs to those tracts of land, or what extent of lands they possess, no farther than the records of this parish, where the titles to those said tracts of land are recorded. The Baron de Bastrop was the oldest in possession.

To 3d interrogatory witness answers, I have not seen any original grant of said tract of land to the Baron de Bastrop.

To 4th interrogatory witness answers, I have not seen any other of the original papers connected with said Bastrop Grant.

To 5th interrogatory witness answers, I see now before me an authentic copy of a grant of land from Baron de Carondelet, the Governor of the Province of Louisiana, to the Baron de Bastrop, which is the same that has been exhibited to the witnesses who have spoken of it and is hereto annexed, No. 1. I know the signatures of all the signers to the said authentic copy, viz.: Victe. Fernd. Tejeiro, Jh. Pomet, Juan Villard, Baron de Bastrop. I believe these signatures to be genuine respectively. I was well acquainted with all the signers. I knew the Baron de Bastrop during his residence in this parish, and Victe. Fernd. Tejeiro, Jh. Pomet, and Juan Villard during their residence, respectively, and Juan Villard to the time of his death. Victe. Fernd. Tejeiro was commandant of the Post of Ouachita, Jh. Pomet was clerk in a mercantile house, Juan Villard was a farmer, and the Baron de Bastrop was a Baron. Victe. Fernd. Tejeiro left the Parish of Ouachita in the year 1804, and nothing has been heard of him since then. Jh. Pomet left this country about the year 1810, and died at Natchez some years ago. The Baron de Bastrop died in Texas many years ago. Juan Villard died about the same time the Baron de Bastrop died. If alive, the Baron de Bastrop would be about 90 years old, Villard and Pomet about the same age, and also Tejeiro.

To 6th interrogatory witness answers, I do—many families arrived here under the contract of the Baron de Bastrop with the Spanish Government. I saw them receive rations by order of the Baron, and many families settled within the limits of the grant, whose names I still, viz.; John Dehart and family, Charles Ginn and family, James

M'Callister and family, John Curters and family, Joseph Legar and family, James M'Mahon and family, John Kajal and family, William Stewart and family, William Barney, Senr., and family, Wm. Barney, Jr., and family, Patrick Poor and family, Henry Carters and family, Christopher Owen and family. All these families here enumerated, and also Alexander Breard, were introduced into this country in the year 1797, under the control of the Baron de Bastrop with the Spanish Government.

To 7th interrogatory witness answers, I do not, except that I understood, by general report, that four hundred arpents of land was allotted to each head of the said families introduced by the Baron de Bastrop.

Answers of Witness to Cross-Interrogatories.

To 1st cross-interrogatories witness answers, No.
To 2d " witness answers, No.
To 3d " " " I am not.
To 4th " " " I have no particular intimacy or friendship with any.

To 5th, witness answers, I live within twenty miles of the southwest corner of the grant.

To 6th witness answers, I have lived fifty-seven years in the Parish of Ouachita.

To 7th, this is answered by the above.

To 8th, I do not know.

To 9th, witness answers, Americans, Irish, and Germans.

To 10th, 11th, 12th, and 13th, witness answers, I do not recollect.

To 14th, witness answers, There was one erected at the mouth of Bayou de Liard by the Baron de Bastrop.

To 15th and 16th, these are answered by answer to interrogatory the 14th.

To 17th, the 3d interrogatory in chief was answered in the negative.

To 18th, 19th, 20th, 21st, 22d, and 23d, they are answered in the above.

To 24th, witness answers, He was my father.

To 25th, " " He is dead. He died in the year 1821. He was about 81 or 82 years old when he died.

To 26th, witness answers, Yes.

To 27th Interrogatory, witness answers, I believe that James M'Laughlin was an authorized surveyor of the Spanish government, residing at the Post of Ouachita. At that time he was about 25 or 30 years of age. He is dead. He died in the Parish of Ouachita.

To 28th, witness answers, this is answered by answer to interrogatory 4th in chief.

To 29th, witness answers, I have seen all the signers to the authen-

tic copy, mentioned in the interrogatory the 5th in chief, sign their names.

To 30th, witness answers, I never saw any other copy than the authentic one mentioned above.

To 31st, witness answers, I do not. I only know that the Baron de Bastrop, Victe. Fernd. Tejeiro, James Larche, my brother, John J. Filhiol, and some other persons, all since dead, went on an excursion to examine the country, particularly the mer rouge.

To 32d and 33d, witness answers as above.

(Signed) E. FILHIOL.

Sworn to and subscribed before me, this 26th day of February, 1847.

(Signed) PAUL M'EMERY,
Justice of the Peace.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Paul M'Emery, a Justice of the Peace in and for the Parish of Ouachita and state aforesaid, duly commissioned and sworn, do hereby certify, that the foregoing three and half and pages contain the depositions of Grammont Filhiol, a witness produced on part of plaintiffs, which deposition were taken by me, on this 26th day of February, 1847, by virtue of a commission and interrogatories hereto annexed, from the Hon. the Court of the United States for the district of Louisiana. That the answers of said witness were written out by me, and in my handwriting, that the answers of said witness were read over by him, and were sworn to and signed in my presence by said witness, and attested by me, after having been reduced to writing by me as aforesaid; and said witness stated, that his answers had been correctly written out before he signed them as aforesaid. In witness whereof, I have hereunto subscribed my name, on this 26th day of February, 1847.

(Signed) PAUL M'EMERY,
Justice of the Peace.

The MAYOR, ALDERMEN, &c., of Philadelphia, and the MAYOR, ALDERMEN, &c., of New Orleans,
vs.
THE UNITED STATES.
} Court of the United States for the District of Louisiana.

STATE OF LOUISIANA,
Parish of Ouachita:

By virtue of a commission directed to any justice of the peace, or magistrate, in the Parish of Ouachita, State of Louisiana, from the

Hon. the Court of the United States, for the district of Louisiana, dated at New Orleans, the 10th day of July, A. D. 1846, I, Paul M'Emery, a Justice of the Peace in and for the Parish of Ouachita and State aforesaid, this 22d day of February, 1847, took the depositions or answers of Henry Bry, a witness produced on the part of petitioners, which depositions are to be read in evidence, on the trial of this cause, as follows:

Answer of witness to interrogatory the 1st. My name is Henry Bry; near 66 years old; born in Geneva, in Switzerland; my residence near Monroe Parish of Ouachita; my occupation farming.

Answer to interrogatory 2d. I became acquainted with Bastrop's grant when I first came here, in August, 1803, and became acquainted with Bastrop, who often spoke to me about his grant. The plaintiffs are in possession of lands claimed under the Bastrop's title, and situated within the limits of the survey of the grant. They have been in possession since the death of Stephen Girard, who willed it to them in the year 1831; Stephen Girard had been in possession at different succeeding times. His first purchase, in his own name, was made at auction, in Philadelphia, on the 29th January, 1822, when and where the remaining part of Abraham Morehouse's share of the grant was offered by the trustee of the heirs of Morehouse, and was purchased by Stephen Girard, James Lyle, and Robert E. Griffith, in different proportions. The share of James Lyle was computed to be 62,281 arpents, and of Robert E. Griffith 25,785 arpents. Their representatives are also claimants in the grant under precisely the same title as the plaintiffs above named. The balance of the lands, belonging to and claimed by plaintiffs, was purchased by Stephen Girard, from several owners, at different times, whose titles were derived from Bastrop through Morehouse and others. The whole amount claimed by plaintiffs is computed at upwards of 212,000 arpents; their possession has been public and notorious, all the deed relative thereto been recorded here; they have punctually paid all taxes to a large amount, and several persons have taken leases for small tracts from their agent. The oldest title under Bastrop, or by Bastrop in person, is the one of Bastrop himself. In June, 1795, when Governor Carondelet ordered J. Filhiol, then commandant here, to designate twelve square leagues of land for the grant to Bastrop, the following year, same month, Carondelet approved the plan or plat made by Lareau Trudeau for the twelve square leagues, granting the same to Bastrop—I know this from having seen copies of the original title papers of the grant.

Answer to interrogatory the 3d. I never saw the original grant, nor do I know where it is or what has become of it. I am, however, persuaded that Bastrop took it from the archives of this parish when Vicente F. Texeiro was commandant.

Answer to interrogatory the 4th. I never saw any original document of Bastrop's grant.

Answer to interrogatory the 5th. I saw an authentic copy of the

Bastrop's grant in the hands of John Nancarrow, who was an agent of Bastrop. I do know precisely what year, probably in 1810 and 1811. He left it with me, when he last was here, about 16 or 18 years ago, asking of me to translate it for him. I never saw him since. He died in Natchitoches. I kept that copy, and it is hereto annexed, No. 1, and is the same which has been exhibited to the witness, who have spoken of it. I am well acquainted with the signatures to that document. I have often seen Bastrop, Pomet, and Villard write. I never saw Texeiro write, but by comparing it with others of him, I am sure that he signed this. Bastrop was a Hollander. I know him since 1803. He died at St. Antonio de Bexar, as I was informed. I knew Villard at the same time. Pomet some time afterwards. Villard was a farmer. He died here, about twenty years ago. Pomet was a clerk in a commercial house at the then Post of Ouachita. He died, I believe, in Natchez, some years ago. None of these three persons held any public office or situation. If alive, Bastrop would, I think, be about 90 years old. Villard and Pomet nearly the same.

Answer to interrogatory the 6th. I was not here before 1803, when the persons who came under Bastrop's contract settled within the limits of the grant. I have seen a list of them, amounting to one hundred and eleven. I have known many of the heads of families therein named, to each of whom, I was informed by general report, 400 arpents had been allotted in the grant. I have had also a statement from J. McLauchlin, annexed to some *to some* field-notes of the survey of the grant, specifying the same number of persons as settled under Bastrop's contract. (He was a deputy surveyor under Lareau Trudeau.) I am well acquainted with McLauchlin's handwriting, and his statement hereto annexed, No. 2, was certainly written by him. A great number of families have since got possession of and settled on tracts of land in that grant, by purchase or otherwise from its owners. The whole Parish of Morehouse is included in it. Its population cannot be less than 400 or 500 souls. The plaintiffs never sold any of their lands there.

Answer to interrogatory the 7th. I do not know of any other fact or circumstance which could be of advantage to the plaintiffs, except the unanimous opinion of all the inhabitants, that it is a good *bona fide* grant, for the obtaining or keeping possession of which not the last appearance of fraud was ever resorted to. I can further state, what would have been better placed in answer to 2d interrogatory, to wit, the amount of state and parish taxes paid by the plaintiffs and others on the Bastrop grant, as follows:

By S. Girard, from whom plaintiffs hold,	$2372
By the plaintiffs	6044
By the representatives of James Lyle	2145
By do. of Robt. E. Griffith	1435 77
By preceding owners of the above	9000

Of this last item I have not sufficient data to be precise. Other owners in the balance of the grant, about four-sevenths, have been taxed in the same proportion. Direct taxes were also paid to the United States for 1816, on that grant. I have two receipts, which I annex hereto, Nos. 4 and 5, signed by Jonathan Morgan, employed by F. A. Blanc, Collector; to this signature I certify, having seen him write very often. Another receipt, from Felix Armand, then State Treasurer, for state taxes for 1821, to Ed. George, who was sent here by S. Girard as his agent, is also attached hereto, No. 3. I knew personally Ed'd George, and saw him write often; he certainly signed the deposition accompanying that receipt.

Answers of Witness to Cross-Interrogatories, viz.:

Answer to 1st interrogatory. I have no interest in the event of this suit.

Answer to 2d interrogatory. No.

Answer to 3d interrogatory. I am not related to any one holding any of these lands in any way, or interested in this suit.

Answer to 4th interrogatory. I am on terms of friendship with many owners in that grant.

Answer to interrogatory the 5th. I live within a few miles from the southwest corner of the grant.

Answer to 6th interrogatory. I have resided since 1804 in the neighbourhood.

7th Interrogatory answered in the above.

In answer to interrogatories 8th, 9th, 10th, 11th, 12th and 13th, I can only say, that having been first here in August, 1803, it was but by general reports I was informed of what happened before in relation to the grant. When I arrived, there were many families settled thereon.

Answer to interrogatory the 14th. There was at my arrival here but one grist-mill, which had been erected by Bastrop at the mouth of Bayou Liard.

Interrogatories 15th and 16th answered by the above.

Answer to 17th interrogatory. Third interrogatory in chief is answered negatively.

Interrogatories 18th, 19th, 20th, 21st, 22d, and 23d are answered by the above.

Answer to interrogatory the 24th. I was well acquainted with John Filhiol, former Commandant of the Post of Ouachita under the Spanish government.

Answer to interrogatory the 25th. John Filhiol died about 24 years ago, and was then 82 and 83 years of age.

Answer to interrogatory the 26th. No.

Answer to interrogatory the 27th. I was, at my arrival in 1803, informed that there was an authorized deputy surveyor of the Spanish government. His name was J. McLauchlin. I became acquainted with him. He died several years ago. In 1803, he appeared to be about 38 or 40 years old.

My answer to 4th interrogatory in chief is in the negative, and serves as answer to interrogatory 28th.

My answer to interrogatory the 5th, in chief, will equally answer interrogatory the 29th, with the addition that I cannot tell how often I have seen Bastrop, Pomet, and Villard sign their names. Pomet very often, Villard less, and Bastrop not over 4 or 5 times.

Answer to Interrogatory 30th. I never saw any other copy (authentic) of the grant than the one alluded to above, and annexed hereto—No. 1.

Answer to interrogatory 31st. No; I was not here in 1795 or 1796.

Interrogatory 32d answered by the above, as well as the 33d.

(Signed) H. BRY.

Sworn to and subscribed before me on this 22d day of February, A. D., 1847.

(Signed) PAUL McEMERY,
Justice of the Peace.

STATE OF LOUISIANA,
Parish of Ouachita.

I, Paul McEmery, a Justice of the Peace in and for the Parish of Ouachita and State aforesaid, duly commissioned and sworn, do certify that the foregoing five pages contain the depositions or answers of Henry Bry, a witness produced on part of plaintiffs, which depositions or answers were taken by me on this 22d day of February, 1847, by virtue of a commission and interrogatories hereto annexed, from the Hon., the Court of the United States for the district of Louisiana, that the answers of said witness were written out by me and in my handwriting; that the answers of said witness were read over by him, and were sworn to and signed in my presence by said witness, as attested by me, after having been reduced to writing by me as aforesaid; and said witness stated that his answers had been correctly written out before he signed them as aforesaid.

In witness whereof I have hereunto subscribed my name, this 22d day of February, A. D., 1847.

(Signed) PAUL McEMERY,
Justice of the Peace.

Deposition of David Stewart.

Court of the United States for the District of Louisiana:

To P. McEmery, justice of the peace in and for the parish of Ouachita, State of Louisiana, or to any magistrate in said parish.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, all witnesses produced on the

part of the pl'ffs or defendants and them duly examine on oath, touching and concerning certain matters and things in a cause now depending in the said Court, wherein the Cities of Philadelphia and New Orleans are plaintiffs and the United States are defendants, and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honourable Theo. H. McCaleb, Judge of said Court, at the City of New Orleans, this eleventh day of January, Anno Domini, 1847, and the 71st year of the Independence of the United States of America.

[SEAL.]

(Signed) N. R. JENNINGS,
Clerk.

Interrogatories to be propounded to witnesses residing in the parish of Ouachita, State of La., and to be examined under commission issued on behalf of the pl'ffs on suit No. 21 in the docket of land suits in the U. States District Court for the District of La., in which the Cities of Philadelphia and New Orleans are pl'ffs and the U. States of America are defendants.

1st. What is your name, age, residence and occupation?

2d. Have you seen the original of a certain deed of sale, dated 23d of January, 1804, whereby the Baron De Bastrop conveyed to Abraham Morehouse, in consideration of the sum of $350,000, two-thirds of the tract of 12 leagues square, situated in Ouachita, in Louisiana, and known as Bastrop's grant, which said Baron claimed on a concession from the Baron de Carondelet, Governor of the province of Louisiana, made in the year 1796 or 1797? If yes, examine the document marked B, which will be herewith exhibited to you, and state whether or not you know and believe it to be a correct copy of original deed. State whether or not it differs from the original, and in what respect.

3d. If you say that you have seen said original deed of sale, state when and where you saw it, and in whose possession or custody? By whom was it signed? Did you know, or not, the signatures of the persons signing or attesting the same, or of any of them, and were they genuine, or not?

4th. What has become of said deed of sale, and where is it now? Is it to be found, or is it lost, or missing; was it usually in the custody fo any particular office, or person; and, if so be, of whom? if lost, has it been sought for; and, if sought for, when, where, how, and by whom?

5th. Who, and what, was Wm. Haughey? Is he living or dead, in this country, or not; and if dead, or absent, when did he die or depart?

6th. Do you know anything further concerning said deed of sale?

or concerning the Baron de Bastrop's Grant; or concerning any facts or documents relative thereto, which may be useful to the plaintiffs? if yea, state your knowledge on said subjects fully and circumstantially.

(Signed) H. H. STRAWBRIDGE,
Of Plaintiffs' Counsel.

Cross-interrogatories to be propounded on behalf of the United States, to each of the witnesses examined in chief.

1st. Have you any interest in the event of this suit?

2d. Will you gain or lose anything, should this suit be decided in favour of the plaintiffs?

3d. Do you hold or do you claim any portion of the lands alleged to have been granted by the former Spanish authorities of Louisiana to the Baron de Bastrop, and which are in controversy in the present suits; and if you do so claim, what is the nature or character of your claim?

4th. Does any one to whom you are related, hold or claim any portion of such lands? and, if yea, what is the degree of that relationship?

5th. If, in answer to the second chief interrogatory, you say, you have seen the original of the document marked B, then, when did you see it last; on what month of what year; in whose possession was it at that time? Where is that person who then possessed it? What became of him? if living, where does he reside? Did you, at that time, examine the said original document particularly? What then called your attention to it? Had you any interest in examining it? What was that interest? Does that interest still exist? Is your recollection very distinct in regard to that original? Did you make any memorandum about it when you examined it? Have you that memorandum still? Would you have recollected so as to be able to describe that original, if the present alleged copy, marked B, had not been produced and exhibited to you? Can you now swear positively that it really is a correct copy? and from what circumstances do you know it to be correct?

6th. If, in answer to the second interrogatory in chief, you speak of an original document, then, What do you understand by an original? Will you please express yourself fully on that point; was that original signed by the Baron de Bastrop? Did you know him personally? how long have you known him? did you know him intimately? What was the nature of your relations with him? Did you ever see him write his name? Did you often see him write and sign his name? Did you see him sign his name to the original document of sale you speak of? If you did not see him sign, how do you know that he signed it? Were you a subscribing witness to the instrument? Who were subscribing witnesses? Are they now alive?

Where do they live? Did you know them personally? Did you see them sign? Were you familiar with their handwriting?

7th. If you state said original is lost, will you please to state fully the grounds you have for knowing or believing it to be lost? Was it lost by being destroyed; or merely mislaid? By what accident was it destroyed? Do you know the fact from your own knowledge? Did you ever make any exertions to find it; and if so, of what nature? Was ever any publication made of its loss; and, if so, in what manner? where? and at what date?

8th. If you say anything of Wm. Haughey, were you personally acquainted with him? Are the facts you state in regard to him from your personal knowledge?

The document marked B, is not now hereunto annexed, and all objections to it, appearing on its face when presented and offered in evidence, are reserved; and it is well understood, that in the answer to the sixth chief interrogatory, the contents of no document are to be sworn to which is not produced to the witness and annexed to this answer.

(Signed) THOMAS J. DURANT,
Attorney of the United States for the District of Louisiana.

CLERK'S OFFICE, UNITED STATES DISTRICT COURT.
District of Louisiana.

I certify that the foregoing is a true and exact copy of the original on file and of record in this office.

As witness my hand and the seal of the said court at New Orleans, this 11th day of January, 1847.

(Signed) N. R. JENNINGS,
Clerk.

THE MAYOR, ALDERMEN, &c., of Philadelphia, and the MAYOR, ALDERMEN, &c., of New Orleans, *vs.* THE UNITED STATES. } Court of the United States for the District of Louisiana.

STATE OF LOUISIANA,
Parish of Ouachita.

By virtue of a commission directed to any judge, justice of the peace, or magistrate in the Parish of Ouachita, State of Louisiana, from the Honourable, the Court of the United States for the District of Louisiana, dated at New Orleans, the 10th day of July, A. D. 1846, I, Paul M'Enery, a Justice of the Peace in and for the Parish of Ouachita and state aforesaid, this 28th day of October, 1846, took the deposition of David Stewart, a witness produced on the part of petitioners, which depositions are to be read in evidence on the trial of this cause, as follows:

To interrogatory 1st the witness, David Stewart, answers, my name is David Stewart, my age about 58, I was born in the State of Kentucky, my occupation a planter.

To interrogatory 2d witness answers, I do. I came to the Parish

of Ouachita in company with the Baron de Bastrop, with my father and family, under the contract of Baron de Bastrop with the Spanish Government, in April, 1797. I know that Stephen Girard purchased large tracts of land within the limits of the grant known as the "Bastrop Grant" from the heirs of Morehouse, who held said tract of land under Bastrop title. The oldest date of possession under the Baron de Bastrop title was derived by my father and the other settlers that came to the county with the Baron.

To interrogatory 3d witness answers, I have not seen any.

To interrogatory 4th witness answers, No.

To interrogatory 5th witness answers, I now see before me an authentic copy of the Spanish language of the original contract between the Spanish Government and the Baron de Bastrop, from the Baron de Carondelet to the Baron de Bastrop. The signatures to which I am unable to prove, not knowing how to read or write. I remember this, that the Baron de Bastrop was stopped by the Spanish Government from bringing more families into the county in order to comply with his contract with the Government, and this was done because the government had not the means to supply more families with provisions. It was the intention of the Baron de Bastrop to go next fall and bring the balance of the families he was to introduce into the county, but was prevented so doing by the cause above mentioned.

To interrogatory 6th witness answers, I know that my father and family, and many other families were introduced into this county by the Baron de Bastrop, and settled upon lands within the limits of the Bastrop Grant, the names of some of which families I recollect, as follows: Samuel Creswell and family, John Dehart and family, Charles Gin and family, Samuel Brown and family, James M'Callister and family, John Curters and family, Henry Carters and family, Joseph Seggar and family, James M'Mahon and family, John Rugel and family, Wm. Burney, Senr., and family, Wm. Burney, Jr., and family, Patrick Poor and family, Christopher Owen and family, Charles Fitzpatrick, Jeremiah Kieth and family, Mathew Dougherty, Patrick Finn, William O'Conner, Andrew White, Sylvanus Bascom, George Chambers.

To interrogatory 7th witness answers, I have given all I know or recollect about the "Bastrop Grant" and the settlers thereon, in the above answers.

his
DAVID + STEWART.
mark.

Sworn to and subscribed before me, this 28th day of October, 1846.

(Signed) PAUL M'ENERY,
Justice of the Peace.

David Setwart made his mark in the presence of the following witnesses.

(Signed) J. B. FILHIOL,
H. LINDEMAN.

STATE OF LOUISIANA,
Parish of Ouachita:

I, Paul McEnery, a Justice of the Peace in and for the Parish of Ouachita, and State aforesaid, duly commissioned and sworn, do hereby certify that the foregoing two pages contain the depositions of David Stewart, a witness produced on the part of the petitioners, which depositions were taken by me on this 28th day of October, A. D. 1846, by virtue of a commission from the Honourable the Court of the United States for the District of Louisiana, that the answers of said witness were written out by me, and in my handwriting; that the answers of said witness were read over by me to said witness, and were sworn to and signed by said witness by making his mark, not knowing how to write, in my presence, and in the presence of J. B. Filhiol and H. Lindeman, witnesses thereto, after having been reduced to writing by me, as aforesaid, and said witness stated that his answers had been correctly written out before he signed them as aforesaid.

In witness whereof, I have hereunto subscribed my name, at my office in the Town of Monroe, in the Parish of Ouachita, this 28th day of October, A. D. 1846.

(Signed) PAUL McENERY,
Justice of the Peace.

The MAYOR, ALDERMEN, &c., of Philadelphia, and the MAYOR and ALDERMEN of New Orleans,
vs.
THE UNITED STATES.
} Court of the United States for the District of Louisiana.

STATE OF LOUISIANA,
Parish of Ouachita:

By virtue of a commission directed to any justice of the peace, or magistrate in the Parish of Ouachita, State of Louisiana, from the Honourable the Court of the United States for the District of Louisiana, dated at the City of New Orleans, the 10th day of July, A. D. 1846, I, Paul McEnery, a Justice of the Peace in and for the Parish of Ouachita, and State aforesaid, this 28th day of October, 1846, took the depositions of David Stewart, a witness produced on the part of the petitioners, which depositions are to be read in evidence on the trial of said cause, as follows:

To cross-interrogatory 1st, the witness, David Stewart, answers, No.

To cross-interrogatory 2d, witness answers, No.

To " " 3d, witness answers, My brother holds land within the limits of the Bastrop Grant, but I am not interested in the event of this suit.

To cross-interrogatory 4th, witness answers, I am acquainted and

friendly with many persons who hold land within the limits of the Grant.

To cross-interrogatory 5th, witness answers, I lived once within the limits of the Grant, and am now living with my family within sixteen miles of the Grant.

To cross-interrogatory 6th, witness answers, Since my arrival in the County in 1797, I have lived within and in the neighbourhood of the Bastrop Grant.

To cross-interrogatory 7th, witness answers, I was not in the County in 1796.

To cross-interrogatory 8th, witness answers, I refer to my answer to interrogatory 6th in chief, for my answer to this.

To cross-interrogatory 9th, witness answers, That some were Americans, some Irish, some Germans.

To cross-interrogatory 10th, witness answers, That many tracts of land within the limits of the "Bastrop Grant" were cultivated before the year 1803.

To cross-interrogatory 11th, witness answers, It was in 1797 the settlers under the Baron De Bastrop commenced their improvements of their respective tracts of land.

To cross-interrogatory 12th, witness answers, I do not know.

To " " 13th, witness answers, Corn, potatoes, and wheat.

To cross-interrogatory 14th, witness answers, There was one at the mouth of the Bayou De Liard, which was erected by the Baron De Bastrop. My father used to carry his corn and wheat to be ground at the said mill.

To cross-interrogatory 15th, witness answers, I believe it was erected some two or three years after the Baron and settlers arrived in the county.

To cross-interrogatory 16th, witness answers, This is answered by the answer to interrogatory the 14th.

To cross-interrogatory 17th to 23d, witness answers, These are answered by the answer to interrogatory 3d in chief.

To cross-interrogatory 24th, witness answers, Yes.

To cross-interrogatory 25th, witness answers, No; I do not recollect when he died, or what was his age when he died.

To cross-interrogatory 26th, witness answers, No.

To " " 27th, witness answers, James McLaughlin was the first surveyor under the Spanish Government; thinks his age was about thirty-five; he is dead; he died on Bayou Bartholemew; does not recollect precisely, but thinks he died about the year 1823.

To cross-interrogatory 28th and 29th, witness answers—These are answered by the answers to interrogatories in chief, Nos. 4 and 5, as well as the interrogatory the 30th is also answered by the same Nos. 4 and 5 in chief, altho' I cannot prove the signatures to the authentic copy of the original contract, as I cannot read or write. I was, however, well acquainted personally with the signers, viz.: the Baron de Bastrop, Victe. Fernd. Tejeiro, Jh. Pomet, Juan Villard.

To cross-interrogatory 31st witness answers—I was not here.
To cross-interrogatory 32d witness answers—I do not know.
To cross-interrogatory 33d witness answers as above.

his
DAVID + STEWART.
mark.

Sworn to and subscribed before me and in the presence of J. B. Filhiol and Henry Bry, witnesses, this 28th day of October, 1846.

(Signed) PAUL McENERY,
Justice of the Peace.

Witnesses—
(Signed) H. Bry,
J. B. Filhiol.

State of Louisiana,
Parish of Ouachita.

I, Paul McEnery, a Justice of the Peace in and for the Parish of Ouachita and state aforesaid, duly commissioned and sworn, do hereby certify, that the foregoing two and half pages contain the depositions of David Stewart, a witness produced on the part of petitioners, which depositions were taken by me, on this 28th day of October, A. D. 1846, by virtue of a commission from the Hon. the Court of the United States for the District of Louisiana, that the answers of said witnesses were written out by me and in my handwriting; that the answers of said witnesses were read over by me to said witness, and were sworn to and signed by said witness, by making his mark, not knowing how to write, in my presence, and in the presence of H. Bry and J. B. Filhiol, witnesses thereto, after having been reduced to writing by me as aforesaid, and said witness stated, that his answers had been correctly written out before he signed them as aforesaid.

In witness whereof, I have hereunto subscribed my name, at my office in the Town of Munroe, in the Parish of Ouachita, this 28th day of October, A. D. 1846.

(Signed) PAUL McENERY,
Justice of the Peace.

Decree of Spanish Court and Translation.

[seal.] [seal.]

Dn. José del Rosario Nattes, Intendente de Provincia, y Archivero general de Real Hacienda y Tomento de la Isla de Cuba, por S. M., &c.

Certifico: que entre los diferentes fechos y papeles que constitugen el archivo particular de la Provincia de la Louisiana, ecsistente en este general de Real Hacienda de mi cargo, se encuentra un legajo, que contiene los Reales Decretos y ordenes de S. M. orijinales cor-

respondientes al año de mil ochocientos dos, y entre todos, la Real orden que á la letra dice como sigue:

" Por el Ministerio de Estado seha comunicado á este demi cargo lo siguiente Habiendo dadocuenta al Rey, de cuanto el Intendente Dn. Ramon de Lopez y Angulo ha hecho presente por ese Ministerio en cartas numeros ciento dos y ciento tres, que me ha remitido Y. E. en su oficio de trece del corriente y devuelvo, sobre los inconvenientes de conceder tierras a ciudadanos de los Estados Unidos de America, y de verificarse el traspaso convenido entre Abraham Morehouse y el Baron de Bastrop; se ha sevrido resolver, que en lo sucesiro no se haga concesion alguna de tierras, a ciudadanos de los Estados Unidos de America; y en cuanto á los vicios del traspaso, convenido entre dichos sujetos, que llene el Fiscal de la causa los deberes de su empleo, en el sujincito de que S. M. no confirma semesante traspaso, so que participo a V. de Real orden, para su complimiento, Dios que á V. E. muchos años. Madrid veinte y dos de Julio de mil ochocientos dos. Soler—Sor. Yntendente interino de la Louisiana. New Orleans, deiz y seis de Octubre de mil ochocientos dos. Pase al Ministerio de Real Hacienda para su inteligencia, y dérijase copia á esta Secretaria—Morales."

Y en vertud de mandato del Esemo Sor Dn. Manuel Maria de Arrieta, Contador Mayor Decano del Real Tribunal de cuentas, que despacha interinamente la Superintendencia general, por hallasse en el campo de Esemo. Sor. Conde de Villanueva, espido la presente en la Habana, á diez de Abril de mil ochocientos cuarenta y siste.

(Signed) JOSE DEL ROS'O NATTES.

CONSULATE OF THE UNITED STATES,
Havana, May 12th, 1847.

Before me, Robert B. Campbell, Consul of the United States of America for the City of Havana, personally appeared Jose del Rosario Nattes, the keeper of the records of the Royal Hacienda and Fomento of the island of Cuba, who declared the foregoing copies of royal decrees to be correct and true copies of the original decrees of records in the archives of his office.

In testimony whereof I have hereto set my hand and affixed the seal of my office at Havana, on the day of the date above written.

[SEAL.]

(Signed) ROBERT B. CAMPBELL.

Translation of above.

Don José del Rosario Nattes, Honorary Provincial Intendant and General Keeper of the Archives of the Royal Treasury, and of the Council of Patronage of this island of Cuba, by his Majesty, &c.

I certify, that among the different deeds and papers which consti-

tute the particular archive of the province of Louisiana, extant in this general one of the Royal Treasury under my charge, is found a bundle, which contains the royal decrees and original orders of his majesty, belonging to the year one thousand eight hundred and two, and among all the royal, the royal order which reads literally as follows:

"By the Ministry of State there has been communicated to this under my charge the following: Having given account to the King of what the Intendant Don Ramon de Lopez y Angulo had represented through this Ministry, in letters numbered one hundred and two and one hundred and three, which your excellency has remitted to me in your official letter of the thirteenth circuit, and [devielvo,] upon the inconveniences of granting lands to citizens of the United States of America, and of confirming the transfer agreed upon between Abraham Morehouse and the Baron de Bastrop, he has been pleased to resolve that in future no grant of land shall be made to citizens of the United States of America; and as to the vices of the transfer agreed upon between the said individuals, let the of the Treasury having cognizance of the cause, fulfil the duties of his office, under the supposition that his Majesty does not confirm such a transfer, which I communicate to you by royal order for its fulfilment. God preserve you many years. Madrid, the twenty-second of July, eighteen hundred and two. Soler. Senor Intendant ad interim of Louisiana. New Orleans, the sixteenth of October, eighteen hundred and two. Let it pass to the Minister's Office of the Royal Treasury for its information, and let a copy be directed to this Secretary's office.

"MORALES."

And by virtue of the mandate of the most excellent Senor Don Manuel Maria de Arrieta, Chief Auditor Senior of the Royal Tribunal of Accounts, who discharges ad interim the functions of the Superintendency-General, on account of the most excellent Senor, the Count de Villanueva, being in the county.

I despatch the present in Havana, the tenth of April, one thousand eight hundred and forty-seven.

JOSE DEL ROS'O NATTES.

CONSULATE OF THE UNITED STATES,
Havana, May 12th, 1847.

Before me, Robert B. Campbell, Consul of the United States of America for the City of Havana, personally appeared José del Rosario Nattes, the Keeper of the Records of the Royal Hacienda and Formento of the Island of Cuba, who declared the foregoing copies

of royal decrees to be correct and true copies of the original decree of records in the archives of his office.

In testimony whereof I have hereto set my hand and affixed the seal of my office at Havana, on the day of the date above written.

[SEAL.]

ROBERT B. CAMPBELL.

Close of Evidence.

And afterwards, at the May term of said court, to wit, on the 28th day of May, 1849, was duly entered on the minutes the following

Motion for Amendment of Petition.

Monday, May 28th, 1849.

The court met, present Hon. Theo. H. M'Caleb.

HARRISON AND DUVALL
vs.
THE UNITED STATES. } No. 31.

On motion of Charles E. Mount, Esq., solicitor for the complainants, and on his giving the court to understand that the Baron de Bastrop, under whom and by virtue of whose grant and contract complainants' claim was, on the 20th day of June, 1796, i. e., at the date of said grant, a resident of the then province of Louisiana, and continued to be a resident of said province of Louisiana aforesaid, up to the 10th of March, 1804, and afterwards.

It is ordered that defendants, now present by their attorney and consenting hereto, show cause forthwith, why the plaintiffs should not be allowed to reamend their petition by alleging said facts.

And on the 29th day of May, 1849, was duly entered up the following

Order allowing the Amendment.

Tuesday, May 29th, 1849.

The court met, present Hon. Theo. H. M'Caleb.

HARRISON AND DUVALL
vs.
THE UNITED STATES. } No. 31.

The court having duly considered the application of the plaintiffs herein, for leave to amend their petition, it is now ordered and decreed

that they have leave to amend, by setting forth therein the allegations contained in the rule heretofore entered by them.

Whereupon, on the said 29th day of May, 1849, was filed by the plaintiffs the following

Re-amendment.

To the Hon. Theo. H. M'Caleb, Judge of the United States District Court for the Eastern District of Louisiana.

Petitioners Harrison and Duvall, complainants against the United States,

Respectfully show by way of re-amendment to their original petition and amendment, that the Baron de Bastrop, under whom and by virtue of whose grant and contract from and with the Spanish government complainants' claim was, on the 20th day of June, 1796, to wit, at the date of said grant and contract, a resident of the then province of Louisiana, and so continued until 10th March, 1804, which averment complainants pray may be considered as part of their original petition and amendment. They pray their title to the lands described in the mesne conveyances, and more particularly by metes and bounds, in the survey marked A A, and made part hereof, be decided valid against the claims and pretensions of the United States, and for all such other and further relief as in equity they may be entitled, as in duty bound they will ever pray, &c.

(Signed) CHARLES E. MOUNT,
Sol'r for Complainants.

Answer of defendant waived.

(Signed) C. E. MOUNT.

And afterwards, at the same May term, and on the 5th day of June, A. D., 1849, was rendered and duly recorded on the minutes, and on the 6th day of June, 1849, duly engrossed and signed, in the words following the

Judgment of the Court.

Tuesday, June 5th, 1849.

May term, 1849. Present, the Hon. Theo. H. M'Caleb.

HARRISON AND DUVALL
vs.
THE UNITED STATES. } No. 31.

This cause came on to be heard at the February term, to wit, on the 17th day of May, 1849, upon the petition, amendment, answer,

and replication, and also upon the exhibits and proofs of record and depositions contained in the cause of the cities of Philadelphia and New Orleans versus the United States, No. 21 of the docket of land causes in this court.

And the Court having fully considered the same, as well as the re-amendment filed to the original petition, and being sufficiently advised thereof, and having heard the argument of counsel, and being now satisfied from the evidence adduced, that a concession or grant of twelve leagues square of lands situated on the waters of the river Ouachita and the Bayous Liard and Bartholomy and their branches, was made in the years 1796 and 1797, by the Baron de Carondelet, the governor-general and vice-patron of the province of Louisiana, then under the dominion of the crown of Spain, to the Baron de Bastrop, then a resident of said province, which grant is commonly known as the "Bastrop Grant," and the metes and bounds whereof are designated, fixed, and defined in the map or figurative plan, prepared and executed on the 14th June, 1797, by Don Carlos Trudeau, surveyor-general of said province, offered in evidence by complainants on the trial of this cause; and being further satisfied that the complainants, Thomas P. Harrison and Alexander T. Hawkins Duvall, are the true and legal owners, by title regularly derived from the said Baron de Bastrop, of such portions of said grant as are claimed on their petition and amendment thereto; and being moreover satisfied that said grant was and is a good, lawful, and valid grant, made in due form, and by the proper authorities under the Spanish government, to the said Baron de Bastrop, and that the same was and is protected to him as his private property, by the treaty made between the United States and the French Republic, on the 30th day of April, 1803, as well as by the laws of nations, and the Constitution and laws of the United States:

Now, therefore, acting under, and by virtue of the Act of Congress, of 26th May, 1824, entitled "An Act enabling the claimants to lands within the limits of the State of Missouri and Territory of Arkansas, to institute proceedings to try the validity of their claims," and also the act passed on the 17th day of June, 1844, entitled "An Act to provide for the adjustment of Land Claims within the States of Missouri, Arkansas, and Louisiana, and in those parts of the States of Mississippi and Alabama, south of the thirty-first degree of north latitude, and between the Mississippi and Perdido rivers," this Court doth order, adjudge, and decree, and it is hereby ordered, adjudged, and decreed, that the complainants, Thomas P. Harrison and Alexander T. Hawkins Duvall, are the true and lawful owners of, and have good title against the United States, the defendants, in and to, all the lands and hereditaments claimed by them in their said petition and amendments thereto, which lands are described as follows:

A certain tract of land, known as the "Mound Tract," in the Prairie Jefferson; survey containing about five hundred arpents, and

part of the above-named grant of Baron de Carondelet to Baron de Bastrop.

A certain other tract of lands, containing five hundred arpents, lying immediately west of, and adjoining, the said Mound Tract above described, and likewise included in the said grant to Baron de Bastrop; both of said tracts being situated in the parish of Morehouse and State of Louisiana, and containing together, by actual survey, eight hundred and sixty-six acres, three roods and fifteen poles; beginning at a post corner of Lot No. 4, claimed by the Heirs of Floydd, and Lot No. 5, known as Jeremiah Griffing's Tract, and running south one hundred and twenty-nine chains nine links, to a post; thence west thirty chains, to an old marked oak post; thence north one hundred and twenty-nine chains nine links, on the line of Lot No. 1, to a post; thence east thirty chains, on the line of Lot No. 4, to the place of beginning; known as "Mound Tract, or Lot No. 3," and containing three hundred and eighty-seven acres, one rood and three poles.

The second or larger tract, known as Lot No. 1, or Bowmar Tract, west of the former, beginning at a post in the corner of Lots No. 1, No. 2, No. 3, and No. 4, and running south on the line of Mound Tract, one hundred and fifty-nine chains eighty-six links to a marked hickory, thence west thirty chains to a post, thence north one hundred and fifty-nine chains eighty-six links to the beginning of Thomas's survey at the corner of James C. Cooper's land, and corner of Lot No. 2, or Boll's tract, thence east on the line of Lot No. 2, thirty chains to the place of beginning, which said Bowmar Tract, or Lot No. 1, contains four hundred and seventy-nine acres, two roods, and twelve poles.

It is further ordered, adjudged, and decreed by the Court, that in case said lands, so claimed by complainants in their said petition and amendment thereto, or any part or portion thereof, shall have been sold, or otherwise disposed of, by the United States, said complainants shall be and they are hereby authorized to enter, in any land office in the State of Louisiana, in parcels conformable to sectional divisions and subdivisions, a like quantity of public lands, after the same shall have been offered at public sale; and, further, that scrip issued in favour of complainants, Thomas P. Harrison and Alexander T. Hawkins Duvall, in conformity with this decree, and in pursuance of the Acts of Congress above recited.

Judgment rendered, 5th June, 1849.

Judgment signed, 6th June, 1849.

(Signed) THEO. H. McCALEB. [SEAL.]
United States Judge.

And, further, at the same Term, and on the said sixth day of June, 1849, was moved for in open Court, granted and duly entered the following

Order of Appeal.

May Term, 1849.

Wednesday, June 6th, 1849.

Present:—Hon. Theo. H. McCaleb.

HARRISON & DUVALL
vs.
THE UNITED STATES. } No. 31.

On motion of Logan Hunton, Esq., Attorney of the United States for the Eastern District of Louisiana, and of Thomas J. Durant, Esq., on the same behalf, and on giving the Court to understand and be informed that the United States are injured and aggrieved by the judgment of this Honourable Court rendered against them at this Term in the above case, and desire to appeal therefrom.

It is, therefore, ordered by the Court that an appeal be allowed in favour of the United States from the judgment aforesaid, returnable to the Supreme Court of the United States at the next Term thereof, after the date of this order.

And finally, on the first day of November, 1849, was filed by the parties in the clerk's office, the following

Agreement adjourning Return day of Appeal.

EASTERN DISTRICT OF LOUISIANA,
U. S. District Court.

HARRISON AND DUVALL
vs.
THE UNITED STATES. } No. 31. Land Docket.

It is herein agreed between the party plaintiff and the defendants, that the return day of appeal hitherto granted said defendants, and now of record and made returnable on the first Monday of December, 1849, into the Supreme Court of the United States, be and it is hereby, by mutual consent and understanding, extended until the first monday of December, 1850, or the term of the said Supreme Court next after that opening on the first Monday of December next.

(Signed) CHAS. E. MOUNT,
Solr. for Comp'lts.
L. HUNTON,
U. S. Attorney.

NEW ORLEANS, *November 1st*, 1849.

Eastern District of Louisiana.

I, Needler R. Jennings, Clerk of the District Court of the United States sitting at New Orleans in and for said District, do hereby cer-

tify, that the foregoing 180 folios manuscript, including the plat on folio 15, together with the plats bet. fols. 37, 38, and 87 and 88, contain and form a true, faithful, correct, and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain cause in chancery, wherein Harrison & Duvall are complainants, and the United States of America defendants. No. 31 of the land docket of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the City of New Orleans, this day of November, one thousand eight hundred and fifty, and in the seventy-fifth year of American Independence.

[SEAL.]

N. R. JENNINGS,
Clerk U. S. District Court, Eastern Dist. of Louisiana.

I, Theodore H. M'Caleb, Judge of the District Court of the United States for the Eastern District of Louisiana, do certify, that N. R. Jennings, who subscribed the above certificate was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of said court; that full faith and credit are due and ought to be given to all his attestations as such clerk, and that his above certificate is in due form of law.

In witness hereof I hereunto set my hand and seal at New Orleans, this of Nov., 1850.

THEO. H. M'CALEB. [SEAL.]

EASTERN DISTRICT OF LOUISIANA,
The United States of America.

To Thomas P. Harrison and Alexander J. Hawkins Duvall, citizens of the Parish of Morehouse, State of Louisiana, greeting.

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to an order of appeal granted on the eighth day of June, 1849, by the District Court of the United States in and for the Eastern District of Louisiana, in a certain cause in Chancery, under the acts approved May 26th, 1824, and June 17th, 1844, entitled Harrison and Duvall *vs.* The United States, wherein the said United States of America (from the judgment rendered against them on the 5th June, 1849), are appellants, and you are appellees, to show cause, if any there be, why the judgment rendered against the appellants, as in the said order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

NOTE. The appeal referred to was by the order made returnable on the first Monday of Dec., 1849, but by mutual consent of record, the

return day was continued and adjourned to the first Monday of Dec., 1850.

Witness hereto my hand, and the seal of the said Court at the City of New Orleans, this sixteenth day of October, A. D. 1850.

[SEAL.]

THEO. H. M'CALEB. [SEAL.]

Judge of U. S. District Court Eastern District of Louisiana.

CHS. E. MOUNT,
Solr. for Pet'rs.

DICK & HILL, *Sec'ys.*

Attest,

ROB. M. LUSHER,
D. Clerk.

Return of U. S. M. registered in Court Nov. 8th, 1850.

ROB. M. LUSHER,
D. Clerk.

EASTERN DISTRICT OF LOUISIANA,
United States District Court.

No. 31, *Land Docket.*

HARRISON AND DUVALL
vs.
THE UNITED STATES. } Citation of Appeal.

Original Marshal's Return.

Recd. October 16th, 1850, and on the 21st Oct., 1850, served a copy of the within citation of appeal on W. Hill, Esq., in person, one of the securities in the above at New Orleans, Harrison & Duvall, plaintiffs, and Charles E. Mount, their Solr., being from the district at the time—and returned.

W. W. BUTLER,
D'y U. S. Marshal.